THE THIRD DEFENCE

OF

ROBERT J. BRECKINRIGE

AGAINST THE CALUMNIES

OF

ROBERT WICKLIFFE.

IN WHICH IT IS PROVED BY PUBLIC RECORDS, BY THE TESTIMONY OF UNIMPEACHABLE WITNESSES, AND BY THE DECLARATIONS AND OATHS OF THE SAID WICKLIFFE, THAT HIS ACCUSATIONS ARE, WITHIN HIS OWN KNOWLEDGE, DESTITUTE OF TRUTH.

Nor have we, by divine grace, profited so little in the gospel, but that our life may be an example to our detractors.—JOHN CALVIN. *Dedic'n of his Institutes.*

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1843.

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To Robert Wickliffe, Sir.—It was one of the capital errors of my life that I ever trusted you or aided in promoting you; and it is a righteous retribution of God that I should be compelled to show how unworthy you are of the confidence of an honorable mind or the regard of a loyal heart. It is indeed true, that in forming my first relations with you, I was betrayed by circumstances. At my entrance upon the duties of active manhood, I found you avowing the political opinions and acting with the political party to which I adhered, and that in very stormy times; and it was natural that I should not distrust you. As to our private relations, I found you in a position which seemed to prove that trust had been reposed in you by the personal and legal representatives of my father; and my confidence in their discernment and integrity would naturally lead me to follow, and possibly even to exceed their example. That I stopped short where I did, that I renounced your friendship as soon as I knew your principles, that when I understood you, I chose to brave your vengeance rather than have the least appearance of approving your character, are proofs which must satisfy every upright man, that my intentions have been right. If in the long and bitter persecutions you have waged against me, I have in any instance departed from that tone of dignity and moderation which becomes a gentleman and a Christian, as indeed I think I have not, candid men will consider the extremity of the injuries you have sought to inflict, and of the insults which, with a perfect certainty of impunity, you have heaped upon me. In the Defence which I am now about to submit, I think I shall be free from all temptation to transgress the line of conduct I have marked out. For you have allowed yourself to descend so low, have displayed in a manner so humiliating, your want of feeling, of honor and of truth, have displayed so palpably, those degrading passions which even the vilest of our species are ordinarily ashamed to exhibit, have so thoroughly proved yourself unworthy of the resentment of a generous spirit, have put yourself so completely in my power, that I feel nearly as much out of the reach of such temptations as spring from the indulgence of personal hatred, as if I were writing in the character of a third party, the defence of some slandered man who had

been dead a century, or were delineating under some strong necessity a few leading traits in the life and character of some historic ruffian.

With such feelings towards you and such opinions of you, it may seem strange that I should trouble myself any farther with your calumnies. The solution of this difficulty will perhaps be obvious to those who will attentively read this defence. I have also preceded my *Second Defence* with a short paper published at the end of the No. of the *Balt. Lit. and Rel. Magazine* for April 1841, and the present one with a card printed in the autumn of the present year in several newspapers in Lexington Ky., detailing the most important considerations which governed my conduct in this respect, and which need not therefore be repeated here.* It is enough at present to remark that the extreme diversity of human opinions and the nearly insurmountable difficulty of assigning to remarkable men their exact position, will always justify an extraordinary attention to their claims on the part of those who have special duties to fulfil in regard to them. Men still dispute whether Bacon took bribes, or Machiavel was a cheat; and it may occur, hereafter, that others actuated by the same incredulity will seriously question whether Joe Smith, the Mormon, might not possibly have been honest and Robert Wickliffe truthful. Men still question the claims of Mansfield to be called the greatest judge, as well those of Napoleon to be called the greatest captain of his age; and why should they not with equal injustice dispute yours to be placed amongst the most perfidious and pitiless haters in your

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*A CARD PRELIMINARY TO A THIRD DEFENCE AGAINST THE CALUMNIES OF ROBERT WICKLIFFE.

CABELL'S DALE, Fayette Co., Ky., Oct. 7th, 1842.

That portion of the public which takes any interest in the affairs of an individual, so little solicitous as myself to obtrude on its notice, may remember that during the early part of last winter, *Robert Wickliffe, Sen*, published and circulated very extensively, a series of most atrocious charges against me: the third attack he has publicly made upon me since the summer of 1840.

To those who may think I should have replied long ago, to these renewed slanders of this bad old man, I beg respectfully to say, that residing, as I do, far from the scene of these publications, and from the sources of most of that proof by which their calumnies must be confuted, engrossed moreover in duties both public and private, which do not admit of being suddenly laid aside at will, I have not had it in my power till very lately to visit Kentucky, and give such attention to this humiliating controversy as the interests of truth, and the obligations I owe to myself, to my family, and to the memory of the best of fathers, require at my hands.

Such as may suppose that any controversy with such a person, requires an excuse, rather for its continuance, than its delay, are requested to remember, that *Mr. Wickliffe* is not known throughout the country as he is in Kentucky; that his great wealth, his respectable connections, and his former standing, taken in connexion with his unparalleled hardihood of assertion, give a certain consequence to his vile accusations; and that all experience teaches us that no calumny is too improbable, or too outrageous to find willing listeners and retailers, and therefore, that the safe, as well as the honest and the manly course, is to meet it with a full and timely refutation. Added to all this, we owe it to society to disarm madmen.

The only favor I ask of mankind in regard to this subject, is a candid hearing. Having now completed such investigations as I could make during a hurried visit to this country, and in the midst of incessant interruptions, it is my purpose, at my earliest leisure, after my return to Baltimore, (from which the pressing duties of my ministry do not allow a longer absence,) to write out and publish my Third Defence against this relentless persecutor.

If any faith can be put in the public records of the country, and the testimony of many of the best men it has produced, I am fully able to prove that *Mr. Wickliffe's* infamous charges are utterly false. If any credit is due to his own solemn oath, or any meaning can be attached to his most deliberate conduct, I can clearly establish that he knew them to be false when he fabricated and uttered them. These things, few who have attentively read my two former Defences, will probably think difficult; and if God spares my life, I will surely, and soon, do them.

ROBERT J. BRECKINRIDGE.

generation? It is a painful duty which you have imposed upon me to record some of the elements from which our children's children may decide upon merits and traits which I think there can be little doubt must become historic.

In the beginning of what you call your '*Reply*' to my *Second Defence*, to which Reply I am about to submit an answer, you say, "*many advised me to silence.*" I think, Sir, before we are done, you will allow it was wise counsel. In the same connexion you add, "*I know * * * I do myself no good.*" I must say, you never uttered a more sensible remark. For in the best sense of the phrase, what good could it possibly do you, to have succeeded to the utmost pitch of your hatred? I was not in your way, I was no longer a resident of Kentucky, no longer a lawyer who might eclipse you, or a politician who might overshadow you, or even a citizen the example of whose life might rebuke you. I was the son, the brother, and the near kinsman of persons of whose friendship you have often and publickly boasted; I was the relative, and therefore the natural friend of your children, and whatever I might think of you, I had uniformly treated them with kindness and respect. I professed to have become a Christian, and therefore to have changed whatever of evil there was in my principles, and to have repented of whatever of sin there was in my conduct; I had become a preacher of the gospel, and therefore had consecrated my life to objects which you will hardly admit it could profit you to defeat. What good therefore could it do you, to pursue such a man with unrelenting ferocity? But besides, you knew well enough, that if I should at any time feel disposed to turn upon you, it would go hard with you, if you escaped at all; you also knew that by birth, by training, by temperament and by principle, I would be amongst the last persons likely to endure beyond the point where good name would be forfeited by silence; and that even if I should prove insensible to the worth of that compared with which life has no value, I was united on all sides and by ties of every kind to men who would not fail to stimulate my sluggish sensibility. Added to all this, your own odious life invited every species of attack, and had been so often and in so many humiliating aspects the subject of animadversion, that the most extravagant vanity could not blind you to your danger in this quarter. Truly, Sir, have you spoken in this, if in nothing else. You have done yourself no good. If the lesson had been taught you earlier it would have saved you much of that misery and shame which your reckless disregard of the rights and feelings of other men has so largely entailed upon you; and though you have learnt it something of the latest, it may even yet, if God has not given you over to irretrievable contempt and ruin, save the closing years of your life from utter execration. If I were as much your enemy as you have proved yourself mine, it would be impossible for me to desire or to execute a deeper vengeance than to have planted in your heart the very passions which madden it, and then with calm and lofty scorn turn upon yourself all your phrensied efforts to indulge them. To correct the past is not now in your power. If the lesson I shall now administer does not induce you to improve the future, the fault will be your own.

I shall not consume time in going over the origin of our personal and public difficulties. I have already done this three times at least: in my private letter of July 2, 1832, in my published Speech of October 12, 1840, and in my Second Defence, printed in 1841. I saw reason to differ from you on a question of local policy and constitutional law; I felt constrained to oppose your doctrines and plans upon subjects which involved the honor and the prosperity of my native state; I was obliged to take issue with you upon points of public morality and the obligations of Christian duty. Besides all this and nearly coincidently I had reason to distrust your integrity as a man, your fidelity as a lawyer, and your honor as a gentleman; but upon these matters our difficulty was private. All this I have fully and publickly explained. It is no marvel that we parted in anger, and forever. There is no marvel perhaps, that one constituted as you are should have pursued me ever since, and that you pursue me still; that you should back-bite and traduce me privately; that you should strive to poison the hearts of my immediate family against me; that you should write and publish speeches expressly to degrade me; that you should attack first my public and then my private character without the least regard to decency or truth; and now finally that you should disturb the ashes of my father by flagitious slander, and with rude insult assail even my venerable mother, in order to wound and harrass me. That one wearing the human shape should so long, so steadfastly, so utterly devote himself, and that in a manner so essentially base, and for purposes so thoroughly malevolent to the ruin of a fellow being, is indeed a most humiliating exhibition of human wickedness; and while the whole facts of the case demonstrate in a very remarkable way, the turpitude of the human heart, the signal defeat of the horrible undertaking is a new incentive to virtue by being a new and most comforting proof, that with the blessing of God, a life which has been simple, upright and manly is always capable of triumphant vindication.

I cannot say that I feel any great difficulty in explaining your conduct; nay there are various characteristic motives from which it might proceed. Some persons have hastily concluded that you had lost your senses; which I suppose is no farther true than that all very bad men are in a manner deranged. The overflow of your disappointed ambition needed a channel, and its bitter current was directed towards me because I had first effectually broken it. The natural manifestation of a constitutional timidity, which rankled against a hundred enemies would be to select that one whose principles rendered personal responsibility the least probable. It is said that those who injure us deeply never forgive us; and if it be so, you had reason enough for hate. Moreover my firm resistance of your conduct in regard to the claims of my father's heirs upon the Iron Works, so touched the very key of many various interests, so implicated your character and embarrassed and jeopardised your vast speculations, that shame, avarice, and disappointment conspiring with personal and political hate, swept away all the better sentiments of your nature. It is also true that it would be a great mistake to suppose that your hatred and abuse of me, are very serious departures from the principle of your conduct towards many other persons; and perhaps fair

samples from your attacks upon me could be matched from any one of hundreds of denunciations you have levelled against your enemies. There is a state of mind too, in which accuracy of statement becomes habitually indifferent to certain minds; their only care being that their facts should be apt for an intended end. There is also in some men a moral constitution so peculiar that any one thing appears as true as any other, a fact being to them what an argument is to others, good or bad according to its use. There is a kind of memory too which is so capricious that it records with perfect accuracy things which never had an existence, and rejects facts, even more striking, with which it is perfectly familiar. So there are persons constituted in such a manner that they never forget any thing that does them any good, and never remember any thing that does them any harm. Besides, Sir, men may indulge any habit until its indulgence is essential to them; and the more unnatural and outrageous the indulgence may be, the more eagerly is it pursued. It is said the public prosecutor during the Reign of Terror could not digest his dinner unless he had caused blood to be shed; and in ancient Rome, even her matrons habitually glutted their eyes with the murderous conflicts of the amphitheatre, and when the shows were over, sat down to feast in the midst of the arena slippery with human gore. Last of all, how uniformly is it true that the base think all men base, that rogues consider all men rogues, that corrupt and abandoned men, in short, by a sort of instinct for what is vile, never hesitate to impute to others the very offences to which they are themselves habitually prone. Amid these ample and varied principles and facts, there can be little difficulty in comprehending that moral derangement which makes the heart the seat of imperishable malignity, and so blinds the understanding as to lead men to charge others with the very offences they have themselves committed, and to do this in the face of the highest human evidence of their own guilt. Why, Sir, I once knew a man of your own name, who went so far as to charge me in a printed speech with being the father of the famous Kentucky "*negro bill of* 1833," and upon that very account, denounced me with unmeasured insult and scurrility; when I had only to turn to the records of the Senate of that state to prove that the man himself had helped to pass the bill! Did he retract or apologize? Far from it. He attempted to prove by a chain of remote causes, that I was the grandfather at least, if not the father of the vile bill; and abused me worse than at first. In this state of case, *Judge William Ousley*, avowed himself to be the author of it, and declared it had wholly other objects and had originated in precisely opposite views, as indeed all men knew, from those charged by your distinguished name-sake of whom I speak! Did he turn upon Judge Ousley? Far from it. He abused me anew, and worse than ever, as the great-grand-father, if not the grand-father of the bill; and I have no doubt if you will ask him, he is now ready to swear that this bill, for which he voted and then denounced me as a traitor because I had it passed (as he falsely said)—is in fact, after all is said and done, my bill.

I think, Sir, this case fairly illustrates the nature and force of that ruling passion which I have had occasion to exhibit so much at large in my former publications, and which I shall be obliged to animad-

vert upon throughout the present defence. Three general heads will contain most of what I shall say, in answering what you call your 'Reply' to my Second Defence. *First*, I say and will prove that your accusations are in the broadest sense, absolutely false. *Second*, That they must have been known to you to be false when you uttered them. *Third*, That some of the very things falsely charged on me, and others similar to them, and others still worse, were perpetrated by yourself. If I make good the first proposition, my own character is delivered from your venom. If I establish the second, it proves you to be a false and dishonorable man. And if I sustain the third, it convicts you on your own hypothesis of being yourself worthy of every horrid epithet you have heaped upon me, capable of every detestable motive and action you have attributed to me, and justly subject to the execration you have invoked upon me.

I begin with what is probably the most specific of your calumnies. Overwhelmed in our personal encounter in October, 1840, and driven with ignominy from the ground on which you had assailed me in your Speech of the preceding August; your second printed Speech of 1840 was little else than a low, vile and scandalous libel, intended to divert public attention from the infamy of your previous conduct, and to cover me with a mass of filth which you thought it most probable I would turn from in disgust, or if I undertook to purge it away, the very process might raise new questions, and thus perplex the public mind and afford you new occasions for reiterated slanders. Amongst the worst of your accusations was one couched in these words, "This "said Robert J. Breckinridge found among his father's or his brother "Cabell's papers, George Nicholas's and Walter Beall's bond for indem- "nity, which he says he has lost, but which I have always believed "he, for motives which he knows I know, has hitherto suppressed." The *motives* for the alleged suppression you thus state; "This would "close every part of the gentleman's duty as agent or administrator "for his father's estate, and take from him every excuse for not set- "tling with his heirs, by accounting for not only monies received, but "lands of great value sold and sacrificed by him." And then you add that I had "played off from that day to this an intended deception on the heirs" of my father. (See pp. 6 and 7, Speech falsely called of Nov. 9, but really of October 12 and 13, 1840.)* In answer to these foul charges, and in illustration of other parts of your conduct, I explained the relations between my father and Nicholas and Beall, as well as those between myself and the estate of my father, and through many pages clearly and incontestibly proved every syllable you had written in this regard to be false, and so known to be by yourself before it was penned. All this will plainly appear by looking over pp. 8-19 of my *Second Defence*.† Driven completely to the wall, it became necessary for you, unless you would succomb under the triumphant demonstration of my innocence and your own guilt, to make some show of proof about this suppressed bond. Blinded by your malignity, you

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*This Speech will be cited hereafter as your *Second Speech*; the first attack as your *First Speech*, and the one I am now answering, as your '*Reply*.'

†I cite my Speech of Oct. 12, 1840, as my *First Defence*; my second publication, which was in reply to your Second Speech of 1840, was always entitled my *Second Defence*, and is so cited in this paper. The editions quoted are those of Baltimore, in which the *paging* is different from the Kentucky editions, as they are, in that respect, from each other.

have made the attempt, and by it have at once proved yourself vile beyond all parallel, and delivered yourself up manacled into my power. "The records of the land shall now speak and prove Robert J. Breckinridge an honest or a dishonest man." Such are your words on the 43d page of your *Reply*. Thanks be to God those records settle that question. You proceed to quote from the 6th page of your *Second Speech* the words already quoted by me, then cite a few lines of indignant denial from my elaborate and complete refutation above referred to, and proceed thus, "Now reader could you believe that a "man existed upon the face of the globe that dare to utter what he "has done with a perfect knowledge of the existence of the bond; "and that he or his lawyer, at his instance, had filed it in the clerk's "office of the Fayette Circuit Court, artfully concealed in the folds "of the old mortgage, among the papers of his suit against Lee, "Beall and Nicholas. I hear trouble you to read the bond, as copied "by the Clerk from the original in his office, in the hand-writing of "the slanderer's father." Then follows on pp. 43–4, an office copy of what you pronounce the suppressed bond; and after it on pp. 44–5 an office copy of "*the old mortgage*" in whose folds the alleged bond was "*artfully concealed.*"

I shall speak presently of the true nature of this paper; at present I desire to fix attention to the fact, that it is the identical paper with whose suppression you charge me. So you call it in the words already quoted from your *Second Speech* of 1840; "*a bond for indemnity,* which he says he has lost, but which I have always believed he, for motives which he knows I know, *has suppressed.*" So you call it again in the foregoing quotation from your *Reply* of 1841; "*the bond*" which "*he,* or his lawyer at his instance, *had filed*" and "*artfully* concealed;" the very '*bond*' "*copied by the clerk from the original in his office in the hand writing of the slanderer's father,*" and which you print on pp. 43–4 of your Reply, saying "*I here trouble you to read the bond.*" So you repeatedly refer to it, and call it; thus on p. 45, "I detected the gentleman's artifice in concealing *the bond;*" again on p. 48 you say "the contract as evinced by *the suppressed bond;*" again on the same page "*by suppressing the bond;*" and so on repeatedly. Here then is a settled point; this paper, an office copy of which is printed by you on pages 43 and 4 of your Reply is the one you charged me in 1840 with suppressing; this is the paper you always believed I had suppressed, and not lost as you say I asserted; this is the paper for suppressing which I had a special motive, which was well known to you and which I knew was so known, which was that I might put off indefinitely a settlement with my father's heirs in order to defraud them. This is the paper constantly intended, and now published to prove by "the records of the land," "Robert J. Breckinridge an honest or a dishonest man." We have now come to an issue from which I can see no escape except in my own dishonor if I am guilty, or if I am innocent, in your conviction as the most hardened, audacious, and unprincipled calumniator. Sir, I am a man fond of plain dealing, and from principle and habit given to that which is direct and unequivocal. I eagerly accept this precise and conclusive issue.

Be so good, Sir, as to peruse the statement which follows, and then for a single moment consider what every other man on earth who reads it must think of you.

State of Kentucky, sct—Court of Appeals Office.

I certify that the Indenture, by way of Deed of Mortgage from Walter Beall to John Breckinridge, dated the 28th day of July, 1802, a copy of which is printed on pages 44 and 45 of a pamphlet now shown to me, entitled "Reply of Robert Wickliffe to Robert J. Breckinridge"—is duly recorded in this office, in Book G., pp. 197, 8, and 9. That the agreement between J. Breckinridge, Walter Beall, and G. Nicholas dated the 1st day of March 1798, a copy of which is printed on pp. 43 and 44, of the aforesaid pamphlet, is also duly recorded in this office, in Book G, pp. 199, 200, 201, 2, and 3—immediately following the aforesaid mortgage; and as appended to it. And that it appears from the attestation of Achilles Sneed, formerly Clerk of the Court of Appeals of Kentucky, annexed to said Indenture and Instrument of writing in said Book G, pp. 203 and 4, that they were both produced in his said office at Frankfort on the 20th day of January 1803, and the said Indenture proved by the oath of Nathaniel Hart on that day, and on the 25th day of February 1803 further proved by the oath of John C. Carr, and on the 19th day of March 1803 fully proved by the oath of George F. Cotton. Given under my hand this 27 Sept., 1842. J. SWIGERT, C. C. A.

The fact then turns out to be that the paper alleged to have been suppressed by me was duly and fully proved and admitted to record in the most public clerk's office in the commonwealth in which the contracting parties all lived and died, and in which all the property involved by it lay, about the time I attained my third year; and that it had existed in this permanent, public, indestructible, and by express law, notorious manner, for nearly thirty-nine years before you printed the ferocious pamphlet which I am consigning to unmitigated infamy. Now, Sir, what becomes of your scandalous accusations? What is the testimony of the public records? In the nature of the case, and under the light of the highest proof known to human tribunals, is it not clear as the sun at noon, that you have printed foul and degrading falsehoods which are not only without colorable excuse, but which, as the case turns out to be, could not for about thirty nine years nor since I was three years old, by any possibility have been aught else but the rankest fabrications?

But Sir, let us look a little farther; this "suppressed bond" is a remarkable paper, and you have made it my duty to inquire carefully into its history. You say in your *Reply*, p. 43, that the office copy which you print was "copied by the clerk from the *original* in his office, in the *hand writing of the slanderer's father.*" The Clerk of the Fayette Circuit Court, also appends his certificate, which you print on p. 44, that the copy given to you is truly taken "*from the original* on file on my office in the suit John Breckinridge's administrators vs. Beall's Heirs, Lee's Extrs. &c." I shall show presently why it was there, how it came there, and who put it there. At present we have it proved that the original was there and there seen by you and copied by the clerk for you. With this fact before your memory, be so good as to read and ponder the statement which follows.

I have examined the original paper copied in a pamphlet styled "Reply of Robert Wickliffe to Robert J. Breckinridge, 1841," pages 43 and 44, and find that there is appended to said original paper from which said copy is taken a certificate by Achilles Sneed, Clerk of the Court of Appeals, certifying its acknowl-

edgement or proof, and that the same is recorded in the Clerk's office of the Court of Appeals of Kentucky, in the year 1803, and said paper is marked on the back —"Recorded Liber G, folio 197 and examined: Fee and tax, 3,77½ cents.

Att. A. SNEED, C. C. A."

The paper referred to, and proven and acknowledged as a part of said last mentioned paper is the one in said pamphlet, pages 44 and 45, and signed by Walter Beall.

A copy of said paper on pages 43 and 44, certified by Jno. H. Hanna, is on file in the suit of John Breckinridge's hs. &c. vs. W. Beall's reprs.

Given under my hand as Clerk of the Fayette Circuit Court this 29th day of September, 1842. H. J. BODLEY.

Observe that the *original*, which you saw and handled, which you caused to be copied and certified, which you printed, commented on and circulated, all to prove that I had suppressed it,—this *very original had appended to it* the highest possible evidence, to wit, the certificate of the Clerk of the Court of Appeals, that nearly thirty-nine years before that time it had been proved and recorded in his office, and therefore for that period was incapable of being suppressed. You did not get a copy from a copy; you got it from *the original*. You had in your hands and before your eyes upon that original the most conclusive of all proof that you had before printed and were about to print again a charge infamous in itself, and absolutely incapable of being true. And yet such are your principles and sentiments that you not only proceeded deliberately to publish that I had suppressed the paper, but in your publication of the office copy you suppressed the certificate of the Clerk of the Court of Appeals which you found attached to the original—thereby not only knowingly publishing what was false but mutilating a record in order to deceive the public. Look on the 43, 44 and 45th pp. of your *Reply* and see if you can find the certificate of the Clerk of the Court of Appeals that both the "suppressed bond" and the "old mortgage" to which it was attached, both of which you print in full, were on record in his office? Look at Mr. Bodley's certificate and see the proof that the certificate of the Clerk of the Court of Appeals is an integral and most material part of these original papers. Look at the certificate of Mr. J. R. Megowan, deputy to Mr. Bodley, (pp. 43 and 44,) and observe that those aforenamed instruments of writing are truly copied. And then sir, tell us—what has became of the certificate of the clerk of the Court of Appeals which proved me an innocent man, and you a deliberate calumniator? Who *suppressed* it sir,? and from what motive?

Here then I have established by the record two negatives; the *first not only* that I did not, but that since I was three years old I could not suppress 'the bond'; the *second*, that the bond never was suppressed at all, but has been notorious in law, and openly accessible in fact to all mankind for about forty years. At this point I might stop, as the case is settled. But I will go farther, and show in the clearest manner, and by the most precise evidence, that this 'suppressed bond' has been almost from the period of its execution in 1798 up to the present time, a paper absolutely notorious, a paper long, often and ardently disputed in the courts of law, a paper with which you have been familiar for above thirty years. Amongst the tens of thousands of private papers I have handled during a very

busy life, there is not one with whose suppression I could have been charged in regard to which it is more completely in my power to meet such an accusation with annihilating evidence; and nothing surely but the merest fatuity of hate and falsehood—the curse of judicial blindness—could have betrayed you into the folly of selecting this as the paper on which to make specific and to defend your general calumny. Besides all personal considerations, there is a most sacred obligation resting upon me to set the history of this paper in its true light, since it is in connexion with it that you have dared with an effrontery absolutely fiend-like, to impeach the honour and integrity of one of the purest gentlemen that ever lived; I mean my honored father, whose unsullied name you have coupled with charges as false as the black heart in whose pollution they were engendered.

The paper which you call the 'suppressed bond,' as it never was suppressed, so also it never was, in any proper sense, a bond at all. It is a very elaborate contract by which John Breckinridge agreed to sell to Walter Beall and George Nicholas, all his right, title, and interest in the Iron Works and various other property, real and personal, and actually transferred to them contracts, covenants and claims to a very large amount, and of multifarious character; by which Beall and Nicholas undertook to indemnify him in various ways from various liabilities; by which Beall agreed to sell to him in consideration of his own sale to him and Nicholas several tracts of land specified in the instrument; and by which, in a certain contingency, which I will speak of more particularly again, my father reserved the right to cancel the contract. These, with some minor covenants, are the contents of this contract, executed on the 1st day of March, 1798, by John Breckinridge of the first part, and Walter Beall and George Nicholas of the second part, all three before that joint owners of the Slate Creek Iron works and a principality round about, now all concentrated in the person of the "Duke of the Town Fork"—by ways and means as yet best known to himself, but which when they come to be understood by the public will probably be considered a dear purchase of the estate.

I have before me a considerable bundle of private papers relating to this contract and to two mortgages from Walter Beall to my father, which grew out of it, (in a way I will presently explain) covering the period which elapsed from its execution in 1798 till his lamented and premature death in 1806. These papers consist of letters to and from Beall, copies of deeds, contracts and accounts, memoranda directing various agents in various particulars relating to the complicated transaction, lists of lands, notices, &c. &c. The whole of them appear to have been once in your possession, as a number of them are endorsed in your hand-writing; and my supposition is that one of the administrators of my father, perhaps Mr. Harrison, placed them in your hands about the year 1811, when you instituted proceedings on one of the mortgages mentioned above, and that my brother J. C. Breckinridge, withdrew them some time between 1814, when he became Trustee of the estate of my father, and 1823, when he departed this life. It would be perfectly easy to prove from these papers that you knew all about this "suppressed bond" more than twenty years ago, although you have the hardihood to say on p. 49 of your *Reply*,

that you had never seen it, having previously and as far back as 1832, written to me (as I have shown in my *Second Defence*, p. 12–13) that you fully understood the whole matter shortly after my father's death. But I shall prove all this so clearly in a more direct way that it is not necessary to consume space here.

On the 23d day of April, 1801, Walter Beall executed to my father a mortgage on a large amount of real and personal estate to secure the payment of £1000, confessed on the face of it to be due to him, which is all that I discover in the deed in regard to the consideration upon which it was made. This mortgage was acknowledged on the day of its date, by Walter Beall, before Benj. Grayson, Clerk of the Supreme Court of the Bardstown District, and by him duly recorded in his office, as he certifies. The allegation of Walter Beall, now repeated by yourself, is that the £1000 for which this mortgage was executed was no other than the price at which my father agreed to take one of the tracts of land mentioned in the "suppressed bond" or contract of 1798, which Beall paid him as part of the price of the Iron Works, the title of which tract had proved to be, or at least was alleged to be bad. It is upon the comparison of this mortgage with the contract of 1798, backed by the statement of Beall, that you now charge my father with overreaching him; in regard to which I will try to mete out justice to you when we come regularly to that part of the case. At present, you will observe that by your own facts and reasoning we bring down the history of the "suppressed bond" to April, 1801, incorporate it with another record in another part of the commonwealth, and identify with it the character and fate of a deed which has been litigated since 1803, and is litigated still; in most of which litigation you have been directly concerned as counsel, and therefore must know your own statements about the suppression of the paper and your ignorance of it, to be false.

On the 22d day of July, 1802, Walter Beall executed to John Breckinridge a second mortgage, *which begins by reciting the "article of agreement made and entered into between the said Breckinridge of the one part, and the said Beall and George Nicholas of the other part, bearing date the first day of March*, 1798," and then minutely describing it; and *closes by annexing the said agreement to the mortgage*, and making the condition on which the mortgage is to become void, "*the perfect execution in all its parts of the agreement entered into between the said Breckinridge on the one part and the said Beall and Nicholas of the other part, on the 1st day of March*, 1798." A considerable amount of property is covered by this mortgage, and amongst the rest the interest of Beall in the Iron Works and adjacent lands, which interest is stated to be eighteen forty-eighths; an important fact which I hope you will try to remember. In the body of the mortgage, it is recited that Walter Beall had given a previous mortgage to John Breckinridge, dated on the 23d of April, 1801, and recorded in the office of the Bardstown District Court, (being the mortgage whose history I have given in the preceding paragraph,) and then Beall proceeds in this instrument to devote any overplus that might remain of the estate covered by the former mortgage after satisfying it to the objects of the present deed. This mortgage was duly proved and recorded in the office of the Court of Appeals of Ky., as I have already proved by the certificate of Mr. Swigert printed on a previous page.

This is the mortgage printed on pp. 44 and 5 of your *Reply*, in printing which you suppressed the attestation of Mr. Sneed which was appended to it. This is the mortgage of which you speak on p. 45, when you say in the sentence immediately following the printed copy of it, "on searching for the old copy of the mortgage *which I had left in the papers many years since, which I knew referred to the Bond*," &c. This is the mortgage of which you say on p. 2 of your letter of June 22, 1832, to my brother William L. Breckinridge, (for a description of which, and all the correspondence of that period, see pp. 6, 7 and 8 of my *Second Defence,)* that shortly after the death of our father "*I found among his own papers a mortgage from Walter Beall to indemnify and keep him harmless for all contracts made for lands within the company's bounds;*" and this you say on p. 1, was "*shortly after your father's death*"—that is, shortly after December, 1806. But the very intent and object of this mortgage was to give perpetual force, security and notoriety to the '*suppressed bond*,' and that so called bond was not only recited and described in the instrument, but annexed to it and recorded with it; and you admit that "*many years since*" you knew these facts, and indeed held in your own hands the original deed, and filed a copy of it. That is, you had many years since precise information in regard to the paper whose history is now brought down to March 1803, when it was admitted to record in the office of the Court of Appeals, which if any other man had made the charges you now make, would have convinced you that he lied; and if he made them with your amount of knowledge on the subject, that he lied knowingly; and if he made them in order to injure some innocent man, that he lied maliciously. Upon what principles you will escape the like conclusions, is, I must say, a mystery to me.

There are before me several letters which passed between my father and Walter Beall during the year 1803, in regard to the first mortgage above described, that is the one of 1801, and the payment of the amount secured by it, which letters, as endorsements in your hand-writing prove, have been examined by you. In the same file of papers, and with the rest once in your hands, is a copy of an agreement dated 25th of May, 1803, between Walter Beall of one part and John W. Hunt and Thomas Hart of the other, for the sale and purchase of Beall's interest in the Iron Works and for other purposes, which is certified by the late Gen. Thomas Bodley to have been acknowledged before him as Clerk of the Circuit Court, on the day of its date by all the parties to it, and to be duly recorded; and also a copy of a mortgage from John C. Owings by his attorney in fact B. Vonpradells, and Thomas Dye Owings to Walter Beall, dated the 18th of Jan'y, 1803, and certified by General Bodley to have been duly acknowledged and recorded, to secure the payment of about forty-five thousand dollars for Beall's eighteen forty-eighths in the United Iron Company, and for other purposes. Both these instruments contain express stipulations that Beall shall be indemnified against the covenants in the contract of 1798, and the mortgage of 1802, between himself and my father. The two Owings covenant in their mortgage, and Hunt and Hart undertake in their agreement, in the very same terms "*to indemnify and save harmless the said Beall against all and every demand which John Breckinridge may have against him the said Beall, in consequence of a mortgage or other assurance*

given to the said Breckinridge to indemnify him as a member of the company;" that is to say, against "*the suppressed bond,*" and the mortgage made to insure its faithful execution. Whatever may have been the issue of these contracts, about which I have no certain information and no concern, they prove the notoriety of the relations of Beall and my father, show the reiterated confirmations by Beall of his contracts with my father, and while they illustrate the history of the 'suppressed bond,' give more and more force to the evidence by which, as you are pleased to express it, "the records of the land" prove you "an honest or a dishonest man." That you were perfectly familiar with one at least of these instruments is clear from your own repeated declarations; for instance you say on p. 6 of your *Second Speech* of 1840, "*the deed of mortgage from Owings to Beall had not been recorded according to law;*" a statement which appears to be inaccurate and made for a purpose; for in your letter of June 22d, 1832, to my brother William, (on p. 3,) when speaking of the very beginning of your connection with this business, you say "on further search *I laid my hands on Owings's contract or mortgage to Beall and ascertained that he, Owings, was bound to Beall to execute his contract with your father* as to indemnity," that is as to the covenants in the "suppressed bond" of 1798. So that here again you are convicted by a third set of deeds and records, admitted by yourself in 1832, and again in 1840, to have been well known to you soon after my father's death.

On the 20th of October, 1803, the late Col. John Allen filed a Bill in Chancery in the Federal Circuit Court for the District of Kentucky, in the name of John Breckinridge vs. Walter Beall and others, for the purpose of coercing the payment of the £1000 secured by the mortgage of 1801. I have in my hands a copy of the letter from my father to Col. Allen, dated Sept. 4, 1803, directing this suit to be brought; you have seen it in the bundle already mentioned. Walter Beall had given a mortgage to other persons, resident in Virginia, older than his first mortgage to my father, and covering the same property; which prior mortgage it was necessary to foreclose. The questions whether one bill could cover the whole case, and whether the Federal Court would in that case have jurisdiction, were submitted to Col. Allen's own judgment, he being then a very eminent lawyer in full practice, and my father having retired from the bar after his election to the Senate of the United States about four years before. Col. Allen appears to have decided both questions affirmatively, and as you say, incorrectly, but as you admit in accordance with the prevailing opinions of that day. In the letter to him, my father says, "I think it not unlikely, from what has lately passed between W. Beall and myself that he may attempt to shake the consideration on which the mortgage was given. Be so good, therefore, so soon as his answer comes in, as to inclose me a copy of it. Should any testimony be made necessary, I will attend to it myself." And so it turned out. Beall's answer filed on the 18th of August, 1804, sets out his and Nicholas's contract with my father in 1798, (the *suppressed bond,*) files his original of it and makes it part of his answer, denies the consideration of the mortgage of 1801, and avers that he was not of sound mind when he made it; which two last points we will attend to in another

place when we come to discuss your endorsement of them against my father's memory. Beall's original of the "suppressed bond" remained amongst the papers in this suit until the 25th day of May, 1826, when his heir at law, Samuel T. Beall, gave an order on the Clerk for it, which order and the receipt of the late Judge Stephen Ormsby for the paper, are now on file. The use Ormsby made of it, we shall see afterwards, if your nerves will bear you through the narrative. There are in the papers a number of depositions bearing upon both questions raised by Beall as to the consideration of the mortgage of 1801, and as to his sanity when he made it; they are generally dated in 1805. The last notice I find during the life of my father, is an endorsement in his beautiful hand-writing, on the back of an old letter of Walter Beall's, which is used as an envelope for papers relating to this transaction, in these words, "*Oct.* 1806, *directed Mr. Allen to set this suit for hearing;*" this was about two months before his death. Now, Sir, if you will turn to the 9th page of your *Second Speech* of 1840, you will find that according to the state of your very versatile powers of memory, at that time, you believed, or at least said, that you "*had discovered*"—such are your words—not many years after my father's death, that he "*had a contract with Walter Beall for a thousand pounds, and a mortgage to secure its payment, on which he had brought suit in the Federal Court. That court having no jurisdiction, I dismissed the suit, and brought suit against Beall's Executor and Devisee, in Fayette.*" In your letter of June 22, 1832, to my brother William L. Breckinridge, already quoted, you say on page 2, "*After searching among your father's papers and the records where he had practiced, I found Walter Beall's mortgage acknowledging that he owed your father £1000, filed among the records of the Federal Court.*" That is, this case in the Federal Court, was perfectly known to you, examined by you, dismissed by you, and our original papers in it, as well as others already traced to you, taken possession of by you; and therefore you had perfect knowledge, not only of the nature and existence of the mortgage of 1802 with the "suppressed bond" annexed—but of the mortgage of 1801, sued on in the Federal Court and resisted because of the defective consideration based upon that "suppressed bond" and because Beall by reason of his alleged madness did not discover the trick when he signed the mortgage. All these facts you knew soon after December, 1806, when my father died; and all the original papers are now traced, through records and suits, into your own hands, by your own precise admissions. And yet, Sir, such is your capacity to forget and remember at will, and such your power of assertion, and such your opinion of the state of discernment and moral sentiment in the community, that you venture in 1841, (see p. 49 of *Reply*) to say "*I could never get sight of the bond*"—that is, of the paper attached to the mortgage of 1802 and on which that mortgage was based, which I have just traced into your hands; the paper which was, as sworn by Beall and reiterated by you, the basis also of the mortgage of 1801, and as such resisted, and which "*contract and mortgage,*" are again traced into your hands. Nay, you declare "Had I have seen this bond, the gentleman knew from my conduct in his aunt Meredith's case, that I would have suffered my tongue to have been drawn from my throat sooner than have aided in the

recovery." And yet in your letter to me of August 29th, 1832, (on p. 5) you say that in hunting for a suit which had been brought in the Federal Court to try the validity of Blackwell's claim, which has under your management cost us so much money and vexation, "I found that your father had brought suit upon his £1000 mortgage against old Walter Beall in that Court, that Beall had answered, *alleging that the mortgage was without consideration, and fraudulently obtained from him when in a state of entire derangement. I also saw that Beall had proven his derangement by a number of witnesses. As the Federal Court had not jurisdiction, I got leave in this case to withdraw the bill and mortgage, (I believe,) and for the first time conceived the idea of suing on the mortgage to meet the demand of Lee's executors.*" This must have been before 1811, because the suit on the mortgage was instituted by you in that year. So that what you could never get a sight of, was well known to you for thirty years and more, and what if you had seen, would have so stirred your honest heart that the pulling out of your chaste tongue would have been a light suffering to the bare idea of helping to enforce so bad a claim—was not only sued on by you thirty years before, but you yourself in 1832 claimed the honor of the first conception of that suit as a grand financial manœuvre, and point to the very period and circumstance of the birth of the happy conception. Oh! "honest—honest—Iago."

By what authority you were originally authorised to take upon yourself to act for the administrators and heirs of my father, to ransack his papers, to dismiss suits, and to institute new ones upon his outstanding contracts, is a matter which you sedulously involve in mystery; and the more you talk and write about it, the more obscure the question becomes. In the letter of June 22d, 1832, (p. 1) to my brother William, you intimate that your original connexion with the business of that estate was very early and very confidential, for you say "your brother Cabell was young and out of the state, and neither of the administrators seemed to be competent or inclined to act;" whereupon as one fully empowered, you set to work to act for them. This view of the matter is much strengthened in your letter to me of August 29, 1832, (top of p. 6,) in which you say, "your father's estate had no representative but myself, and the suits were daily increasing, your brother Cabell at College, Harrison at home, and Grayson *drunk*." In my letter to you of July 2d, 1832, written after understanding the purport of your letters to my brother William, I say (on p. 2 of copy before me) "I have long understood both from yourself and others that you were retained by the administrators of my father, and afterwards by the late trustee of our estate, as attorney and counsel for us, in all our business." In reply to this, in your letter of August 29, of same year, p. 3, you say, "I should like to have the day and date when I told you that I was retained by your father's Executors, and then by your late brother, in all your father's business. I could not have told you so, because it would not have been true. So far from it, for several years after your father's death I was not even consulted on his business. Mr. Grayson, I understood, was appointed or assumed the duty of the lawyer, declaring that when he wanted counsel he would engage one, your sister protesting that I should have nothing to do with the business." On the 7th page of your *Second*

Speech of 1840, you set out professedly to "give a sketch" which should explain this matter in full, but with characteristic art wander from the subject, leaving it as uncertain as before what was in reality the nature of your engagement. On page 8th, referring to events that must have happened about the year 1809, you say one of the administrators (which must have been Mr. Harrison,) "asked me if Mr. Grayson (the other administrator) had not employed me;" to which you replied, as you say, "I told him Grayson had not employed me;" which is directly opposite to what you were pleased to say two years afterwards, as we shall see immediately. On page 9 you say, "From this time *I voluntarily took upon myself* the whole of the business of the late Mr. Breckinridge's estate;" which is again in the teeth of what you allege in a bill in Chancery filed against the Administrators and Heirs of the same Mr. Breckinridge, in September, 1842, to recover those fees for professional services, which in October, 1840, you stated before a public assembly had been entirely gratuitous, (see p. 40 of my *Second Defence,)* and which, as above declared, were voluntarily taken upon yourself. In the Bill in Chancery, just referred to, you say, "after the death of the late John Breckinridge, one of his aministrators, *Alfred Grayson*, who was also a distributee, requested this *complainant's professional services generally,*" and then you proceed to give a long and hardly intelligible account of an agreement struck up between you; which is contrary to what you say in 1840 you had told Mr. Harrison about 1809. "Shortly *before or after*" this interview with Grayson, you say you had one with Harrison (the other administrator) who *"renewed the proposition of general employment,"* upon which, after some more rigmarole, the said Wickliffe told the said Harrison, as you say, *"that he was willing to appear in all cases where he practised, where he thought the administrators needed counsel, and where he felt no personal objection to doing so;* but a general promise to act as counsel, he would not make," &c.; which is contrary to the allegation of 1840, that your services were voluntary. As I have already said, taking your various declarations, it is very difficult to say precisely what we are expected to believe, and precisely what you desire us to understand as being your position in regard to the personal and legal representatives and the estate of John Breckinridge; but these shuffling and inconsistent statements contain the grounds upon which you justify in the first place, acts of apparently unlimited trust and authority, in the second place, secret machinations subversive of the very interests you were engaged to watch over, and in the third place, open treachery and the direct concentration in your own person of the contested estates.

Let us now proceed with the history of this most notorious of all suppressed bonds, after it came into your possession, as friend, agent, lawyer, interloper, or whatever else you may have been for the representatives of John Breckinridge. In the month of September, 1811, you wrote, signed and filed a bill in Chancery, in the Fayette Circuit Court, in the name of *John Breckinridge's Adm'rs and Heirs vs. Lee's Ex'rs, and others,* which sets out in substance that John Breckinridge and George Nicholas had made a contract dated August 6, 1795 with John Lee, for the purchase of Blackwell's claim for nineteen thousand and odd acres of land, *(the bill describing and*

making profert of the contract) upon which Lee's Executors had brought an action at law against Breckinridge's Adm'rs; that Breckinridge had during his life sold to Walter Beall and George Nicholas his interest in the Iron Works, and in this claim of Blackwell, by an instrument dated March 1, 1798, (*this is the suppressed bond.*) which was further assured by a mortgage from Beall to Breckinridge, dated in 1802, (*this is the mortgage to which the suppressed bond was attached:*) that Thomas Dye Owings had subsequently purchased the entire interest of Nicholas and Beall, including what they had purchased from Breckinridge, and had expressly bound himself by deed of record to fulfil all the obligations of both of them to Breckinridge; upon which state of case the bill prays generally against Nicholas's and Beall's representatives, specially against Owings, and for an injunction against Lee's Executors. The injunction was refused, and after a tedious litigation, Lee's Executors recovered from us at law upon the contract of 1795, and we paid a sum of money amounting, principal, interest, and costs, at this time, to thirteen or fourteen thousand dollars. It was to indemnify himself against this risk amongst others that some of the main clauses were inserted by my father, in the contract of 1798 with Nicholas and Beall, and that the mortgage of 1802 was taken from Beall: it was to avoid the payment of this money that our bill of Sept. 1811 was filed by you: it is to recover from those who ought to pay, and to subject the property bound for it that we have prosecuted this suit ever since; and it is because you, our original counsel, became, by hook or crook, claimant of the most valuable part of the property, while as our counsel you were prosecuting our claim against it, that you, at first secretly, and when I detected your operations and condemned them, then openly turned against us and denounced in succession, us, our claims, and the memory of our father, in order to hold on to your enormous gains, and cover your enormous wickedness. I suppose a clearer case of equity never existed; but as I have sufficiently explained it, and your outrageous conduct in regard to it, in my *Second Defence*, I hope you will refresh your versatile memory in regard to the whole matter by referring to pp. 8–11 of that publication. Inasmuch, however, as we are on the subject of suppressed papers, I beg to call your attention to a curious little incident, not very different in principle from that perpetrated in the matter of the suppressed certificate of the Clerk of the Court of Appeals attached to the mortgage of 1802, and omitted by you in printing the mortgage. In the above-mentioned bill in chancery, as I have already said, which as you will hardly deny and as I will immediately prove, you wrote, *profert is made of the original agreement* of John Breckinridge and George Nicholas with John Lee, for the sale of Blackwell's claim: it was therefore in all probability in your hands in the year 1811. After we had got our decree against the Iron Works in 1830, according to the prayer put into our mouths by you, and according to our clear right,—for which you abuse me in your publications, and *Richard H. Chinn, Esq'r*, in your private letters to my brother William and myself; after you had promised again and again to see our lien paid off, and we had waited a year and more that it might be done, which interval you employed to fortify your position against us, and we despairing of getting our

money otherwise, advertised the property for sale under our decree; you then employed your connexion and pupil, Mr. Payne, in April, 1831, to file a petition in the name of Luke Tiernan, Thomas Ellicott and Jonathan Meredith, Trustees for Samuel Smith, whose name and claims you, while counsel for us, used to possess yourself of the estate mortgaged to us, praying the Court to set aside our decree and let in your new clients (that is yourself,) to be heard upon certain matters in which our interests and theirs (that is yours) conflicted. Amongst other grounds alleged in this petition, one is in these words, "*Because the claimants* (that is, us, by you) *have failed to file a copy of the agreement between John Breckinridge and George Nicholas with John Lee, for the purchase of Joseph Blackwell's claim, and which is made an exhibit in the original bill.*" Now, Sir, where do you suppose this paper was from 1811 to 1831? Why, Sir, in your hands! You got the paper, set it forth in our bill, retained it in your hands twenty years, and then urged the absence of it as one reason why our decree should be set aside, and you let in to controvert our claim. In the absence of the regular judge of the circuit, and in a manner most unusual and suspicious, after the judge presiding had upon argument refused the prayer of the petition by a public decision from the bench, he subsequently came into court and set aside his own decision, granted the prayer of the petition, set aside our decree, and let you in to raise difficulties without end and to litigate two or three complicated, if not bankrupt estates, before our money should be refunded. I was not present at this scene, but I repeat it as I have always understood it to have occurred, and as I repeated it to you in my letter of July 2, 1832. You did not then nor for years after deny its substantial accuracy; so that having personal knowledge that your version of the matter on p. 54 of our Reply is utterly untrue in most of its particulars, and the rest being without proof, I must be allowed to discredit your assertion that the *regular* judge and not the *locum tenens*, set aside the decree. The record will show. What passed out of the court house to change the mind of the judge is unknown; also what became of the affidavit you filed in the case, swearing that you had no other interest in the claims, (which it now appears you owned absolutely) than as the attorney at law and in fact of the trustees of Samuel Smith. But the particular point to which I wish now to direct your attention is, that several years after this remarkable transaction, viz. on the 19th day of April, 1834, you brought forward and filed in the cause the very paper whose absence, being in fact retained by you, although it belonged to us, was one of the grounds alleged by Mr. Payne for you why we should be defeated, and why the trustees of Smith (that is yourself,) should succeed! Yet after all this concatenation of deceptious wickedness, you boldly publish on p. 48 of your *Reply*, a duplicate of this contract of August, 1795 with Lee, and through four pages (46–49) argue to prove that it and an agreement of Aug. 14, 1796, between my father and George Nicholas and a private memorandum by my father, dated June 19, 1805, since filed by us with an amended bill to illustrate the nature of the contract of 1795 with Lee, and to enforce a point charged in our original bill by you, (to wit, that Mr. Nicholas was bound for two-thirds of the money due Lee:) were all the while kept out of view by me, since I was a small boy. That is, you keep the paper in your hands

from 1811, meanwhile using its absence as a plea against us, till 1834 when you file it; whereupon after we find and file collateral papers to elucidate its contents, you charge me with the corrupt retention of a paper which had been for twenty-three years in your hands, and ever since on file in the suit. For the certificate of the clerk, appended to the office copy before me, testifies that you filed the paper on the 19th of April, 1834, as before stated, and as the endorsement on it in his office proves; which endorsement you take good care not to publish along with the paper. This whole proceeding forms one of the most remarkable exhibitions that has ever fallen under my notice, and would cover an ordinary man with irretrievable disgrace.

But my principal objects just now are to prove that you were perfectly familiar, all along, with the existence and character of the paper in regard to which you bring such false and vile accusations against me, and that you knew always that the conduct of my father and of all of us in regard to it, and to the duties imposed by it and the claims arising out of it, was fair, honourable, and without disguise. All this is clear past doubt, if I have correctly represented the bill of 1811 against Lee and others, which is still depending in Lexington, as being in fact founded upon the contract of 1798 and the mortgage of 1802 which was given to secure its execution, to which it was attached, with which it was recorded, and with which you print it, suppressing the certificate of the Clerk of the Court of Appeals. To put this point to rest, an extract from the bill itself with the clerk's certificate annexed, is here printed.

"Your orators state that on the 1st day of March 1798, the said John Breckinridge sold out to a certain Walter Beall all his right, title and interest in and to the Slate Iron Works, and all his claim to lands within either three miles of the furnace or forge and that the said Beall and Nicholas among other things covenanted and agreed to pay to the persons from whom the said Nicholas and Breckinridge had bought any land within the bounds aforesaid, the prices for the said lands that said Nicholas and Breckinridge were to pay in the event of establishing the titles thereto, and that all future expenses of investigation or establishing at law or otherwise the titles to any of the lands sold, to be incurred by the said Beall and Nicholas and the said Breckinridge to stand bound for his personal services only which your orators aver he always did. Your orators also charge that the said moiety of the 19062 acres in the name of Blackwell lies within three miles of the furnace or forge and was in the contemplation of the parties at the time of the contract and did as they verily believe pass thereby to Beall and Nicholas. Your orators further state that the said Walter Beall for the further and full assurance to the said Breckinridge and towards indemnifying him against possible loss did on the 23d day of July 1802, by his certain Deed of Indenture mortgage and transfer to the said Breckinridge all his interest in the said Iron Works and lands, &c. *as will more fully appear by said mortgage herewith filed and made a part of this bill.*"

I do hereby certify that the foregoing is a true extract from the bill in chancery of John Breckinridge's Adm'rs agsinst John Lee's Ex'rs, &c. which is in the hand-writing of Robert Wickliffe, Esq'r: said bill was filed in September, 1811.

Given under my hand this 14th day of September, 1842.

H. J. Bodley, C. F. C. C.

Now, Sir, do you not see how this proof divides in sunder the very joints and marrow of your case? In 1841 you profess utter ignorance of a paper which I trace from a public office, and as a public record, into your hands soon after 1806, and out of them as a public record and

into the courts of justice in 1811. In 1840 you profess utter amazement at finding a paper in a suit, in which very suit you are now proved to have filed it after writing out a particular description of it, in 1811; for it appears of record, as it does also on inspection, that John Breckinridge's original of the contract of 1798 was attached to and made part of Walter Beall's mortgage to him of 1802, and remained so physically as well as legally, part of it, until you by accident or by design got them torn apart. In 1811 you make a paper then notorious, the foundation of a bill in chancery, describe and file it; in 1840 you are base and blind enough to accuse me of having destroyed the paper; in 1841 you find the paper just where you put it in 1811, and then are stupid and corrupt enough to accuse me of having secretly slipt it into the place to which it had rightfully belonged for thirty years. A paper, too, which I had a thousand motives to preserve, and not the shadow of a motive to destroy, even if it had been possible, which I have proved it was not, to have done so.—Upon the question of "honest or dishonest man," which you have raised between us, the "records of the land" to which you have appealed, appear in truth, to be very conclusive.

Your charge is, that I had slipped the contract of 1798 into the mortgage of 1802, amongst the papers where you found them in the Clerk's office, at some very recent period. On page 43 of your *Reply*, you quote a passage from your *Second Speech* of 1840, and one from my *Second Defence*, printed in 1841, in regard to your original and rather indefinite charge about concealed papers; and then after printing the contract and mortgage on pp. 43–45, the former as the specific paper suppressed, the latter as the one by which you were lead to find and identify the other, you say on p. 45, "*On discovering the original mortgage and bond, I demanded of the clerks present, by what means the mortgage and bond had got into the papers,*" &c. You say in a sentence above, that the *copy* of that mortgage of 1802, which you had "*filed and left in the cause,*" had "*been abstracted from the papers.*" These things are very curious; you describe a deed and file it, and then protest you never could get sight of it, and that it had been destroyed as you had always believed; but lo! the first time, as far as it is known, that you look for the paper, you find it precisely where you left it, and then in undissembled amazement cry out, "I left *a copy* which some one has abstracted, and left *the original!*" Most assuredly this is a strange and portentous crime which "some hands," have wickedly perpetrated, and it is most natural and most characteristic that you should freeze with horror over it, and proceed at once to ferret it out. "The clerks could give no account of the manner in which the papers came into the cause;"—unhappy clerks! But they "stated that the last persons that handled the papers were the *reverend gentleman* and his attorney, Madison C. Johnson, Esq'r." Aha! now we are on the track. "Knowing Mr. Johnson to be a perfectly upright man—I forebore to make any further remarks, until I could see him." Very proper; very prudent; very safe. Well, as Mr. Johnson was incapable of the heinous crime of using hocus pocus to turn "*a copy*" into "*the original,*" then surely surely, we have "*the reverend gentleman,*" safe in the net at last? What said Mr. Johnson? "He stated that he was totally ignorant how the papers came into the

office." This is conclusive; for as he and "*the reverend gentleman*" were "the last persons that handled the papers," and these papers had been there exposed to all mankind only about thirty years, and no proof exists that they had not been in their proper place all the while, and Mr. Johnson is innocent, *ergo*, "*the reverend gentleman*" is guilty; and it is proved that he did this enormous wickedness, viz. transmute, what the immaculate Mr. Wickliffe says was once only *a copy*, yea and a copy of a nonentity, into the veritable *original;* nay he did this specimen of the black art, under Mr. Johnson's nose and eyes, so cunningly, that he did not either see the cloven foot or smell the sulphur! Surprising! But Mr. Johnson is not only an upright man, he is also a very discreet one; "*he had some time before, taken a list of the papers on file, and on reading it discovered*"——*!*—what? Here at last we have "*the reverend gentleman*" fairly caught; for here is a list of the papers on file, "*some time before*" his portentous visit; a list taken by "*a perfectly upright man.*" And upon consulting this list, to oblige you, "*he discovered*—;" alas! what? "THAT THE BOND WAS ON FILE!" —Base, vile, reckless calumniator—why should not every honest man spit at you? Why should not the children in the streets hiss at you as you pass along? Yes, Sir, "*the bond was on file,*" when Mr. Johnson, taking the chief management of this case, some years ago, was led, may I not say providentially? to make an abstract of the pleadings, and a minute of the exhibits filed in it! I do not remember, nor does he as I understand, precisely the period at which this abstract was made by him; it was after April, 1834, because it contains the paper retained by you from 1811, and filed in the former year as already shown. My knowledge of this conclusive memorandum was accidental, if I may use the expression. My young kinsman, *John Cabell Breckinridge, Esq'r,* now of Burlington, Iowa, examined these papers for me in the month of February, 1841, and furnished me with an abstract of the case that I might be perfectly accurate in the *Second Defence* which I was then preparing against your calumnies. He mentioned to me, incidentally, in a letter of the 25th of that month, that he had "procured from Mr. Johnson a short abstract which he has drawn up of the case of *Breckinridge's Heirs and Administrators vs. Lee's Executors and others,*" which he adds, "has assisted me in the investigation of that suit." I immediately desired him to obtain for me, from Mr, Johnson, a copy of his abstract, which was sent to me in a letter dated the 28th of March, 1841. I went to Kentucky in June, 1841, to be with a beloved brother in his last sickness; and my *Second Defence* is dated "Cabell's Dale, near Lexington, August 20th, 1841." The abstract of Mr. Johnson is conclusive proof that both the bond and mortgage had been on file in the proper place some years before this, and the verification of that abstract by Mr. John C. Breckinridge in February, 1841, also positively proves, that they were there at that time; that is, that at and for years before the period of my visit to the office with Mr. Johnson, they were in that office, as there found afterwards by you; and, as I have already proved, as there placed by you as far back as 1811; and thus the means resorted to by you to ruin me, afford a new and powerful demonstration of my integrity and of your amazing villany. So much of Mr. Johnson's abstract as relates to the

present matter is, in my copy, in these words: "The following papers are on file, 1st, the bond of Breckinridge and Nicholas to John Lee, (its contents above stated.)" This is the bond, doubtless, held back by you till April 19, 1834, and then filed. "2d. A copy of the judgment of *Lee's Ex'rs. vs. Breckinridge's Adm'rs* for £1704–14–6, and $209 costs. 3d. *The Agreement of sale by John Breckinridge to Walter Beall and George Nicholas.*" This is the suppressed bond! "4th. *The mortgage of Beall to Breckinridge.*" This is the deed to which the preceding paper was annexed; "the original," into which "*the reverend gentleman*," by the black art, transmuted "a copy." "5. The deed of John Cocky Owings to Thomas Dye Owings. 6. The mortgage of Thomas Dye Owings to Walter Beall." This is the instrument in which he undertakes to indemnify my father; and which after pleading it again and again, after writing and publishing about it again and again, you deny on oath, the existence of, in your answer and cross bill of March 21, 1842. "7. The deed of Ellicott and Meredith." These are the lasting indications of your treachery.

I think, Sir, if any act of yours could surprise me, what I am now about to adduce as final, on this part of our subject, ought to do so. On the 21st day of March, 1842, as certified by the Clerk of the Fayette Circuit Court, you filed, and "in due form of law" swore to a paper described as being "*an amended answer and cross bill of Ellicott and Meredith*," in the case "*Breckinridge's Heirs vs. Beall's Adm's and others.*" The copy before me fills 14 large pages. It is a general attack upon every body and every thing connected with any part of the transactions about the Iron Works property, so far as is necessary to uphold your claims upon it; and remembers and forgets, asserts and denies, with a most scrupulous attention to your own apparent interests, and a most edifying contempt of other considerations. I cannot take up the space necessary to elucidate its contents except in regard to the '*suppressed bond.*' You swear, in the early part of the bill, that "*these defendants have no personal knowledge*" of the things alleged in our pleadings: though by "these defendants" you mean yourself, though you drew the most of those pleadings yourself, and have written pamphlet after pamphlet, and charged honest men with crime after crime, upon your alleged "personal knowledge" of these complicated transactions. You swear "that on the 1st day of March, 1798, Walter Beall and George Nicholas by an article of agreement, bought of John Breckinridge, all claims he had to any claim in the Iron Works property, and claims to lands within three miles of the furnace or forge, *as will appear by said article also filed by the complainants in this cause*, and which these defendants make a part of this answer." Now how did you know so as to be able to swear to it, that the complainants, to wit, the representatives of John Breckinridge had filed in this cause, the contract of 1798, to wit, the '*suppressed bond*'? Not from any endorsement on it; for you say on p. 45 of your *Reply*, that neither the contract of 1798, nor the mortgage of 1802, as found by you in the case in 1841, had "any mark usual on the back of papers that are legally and in the usual way filed in the office." How then could you swear that "*the complainants in this cause*" had filed in it, the article of 1798? Plainly thus: they made profert of it and filed it with their original bill in 1811;

you drew the bill and filed the paper, and could therefore well swear to this fact. And therefore if you are to be believed on oath, your assertion that you never saw the paper, and that you had always believed it had been suppressed by me, are not only untrue, but were not believed to be true by yourself when they were uttered. Farther on in your amended answer, the following sentence occurs, "Your orators state that John Breckinridge departed this life in 1806, and the said Walter Beall shortly thereafter, that all the heirs of Breckinridge were under age as they believe at his death, and the eldest a married woman, *and from shortly after the death of Breckinridge to this day, the contract in question has been the subject in controversy as the records referred to will abundantly prove.*" I quote with verbal accuracy the office copy. What was "the contract in question?" My father had three contracts with Beall, to wit, the agreement of 1798, the mortgage of 1801 to secure a £1000, and the mortgage of 1802 to secure the fulfilment of the contract of 1798. Upon the mortgage of 1801 he brought suit during his life, as was well known to you; therefore your words do not apply so naturally to it. Upon the contract of 1798, you brought suit in 1811, and in that and various other suits, it has been litigated up to this hour; therefore your words apply strictly to it. But even if you should now pretend that you meant the mortgage of 1801; that, as you and Beall both assert, had no basis but the contract of 1798. Therefore we have your solemn oath, taken in March, 1842, that this contract of 1798 had been in litigation continually since shortly after my father's death; which is literally true. *But this is the suppressed bond!* Therefore all your statements to the contrary of this, are literally false, or else you are unworthy of credit on oath. That is, if you are to be believed when deposing under oath, it is matter of great notoriety and of public record, since about the year 1806, that no one did or could suppress the contract of 1798, and therefore your charges against me are calumnious; but if any should presume to say (which I do not) that you are not to be believed on oath, even with the pains and penalties of perjury staring you in the face, then surely the accusations of such a person when not on oath, must be lighter than a feather, when they are confronted as I have heretofore confronted yours.

Since you became interested to defeat our recovery of the money we have payed for the benefit of other people on an ancient contract of our father, you have gradually but steadily changed your opinions of the nature of our claim. This is perhaps natural, and in one of your character, may be easily explained. Still it is curious and instructive to read over your various statements, when openly for us, when shying off to a neutral position, and when finally levelling your artillery at us; to compare your charges against me in private letters to the other members of the family, of neglecting or endangering a most clear and valuable claim, with your oaths in chancery that we have no claim at all; to put side by side your public demands on our gratitude for the services you had rendered us in enforcing these claims, with your declarations on oath, that the claims were iniquitous, and your printed assertions that your honor and reputation required you, even when counsel for us, to resist them and engage on the other side; to contrast your oath, that you had no personal interest, with your subse-

quent oath that you owned all the property; to read your self-gratulations at having, even at the risk of your life, put down a horrible calumny against the reputation of our father, and then read your calm and detailed assurances that the calumny was true. And yet, touching the point which has suggested these reflections, viz., the reality and the equity of our claims, it is, I must say, wholly impossible for me to imagine how any thing could be clearer, or how an honest man or a good lawyer can be in doubt on the subject. One partner pays money for another, upon a partnership contract; shall the money be refunded? This is our claim on the estate of Col. Nicholas. One man sells an estate to another, and a material part of the consideration is, that the purchaser shall stand in the shoes of the seller as to large out-standing contracts about a portion of the estate; afterwards the seller is forced by law to pay large sums of money upon those contracts and for the benefit of the estate sold; shall this money be refunded? This is our claim upon Walter Beall and George Nicholas, under the contract of 1798. One man makes a contract with another, and to secure and indemnify himself under several stipulations of that contract, takes a mortgage from the other party; subsequently he is compelled by law to pay large sums of money; shall he recover the money upon the mortgage? This is our claim upon Walter Beall under the mortgage of 1802. One man sells property to another and takes a mortgage; the vendee sells it to a third person and takes a mortgage to secure himself and the original vender; that original vender is afterwards forced by law to pay money against which both mortgages secured him; can the property in the hands of the under mortgager be made liable? This is our claim upon Thomas Dye Owings. I again demand, is there a lawyer or an honest man on the earth, who doubts that we ought to recover and must recover from these people the money we have paid for them? And yet, when divested of all technical, incidental and extraneous circumstances, this is our whole case; and upon it, partly in consequence of my remote situation, partly through the inattention of the other representatives of my father, but chiefly by reason of the delays and obstacles interposed by our original counsel, who being our lawyer became in some way claimant of the estates involved, have we been put off, vexed, harrassed, and abused for these last sixteen years. My principal object in recalling this part of the controversy, is to confront your recent statements that our claims are vague and unjust, with the following remarkable letter from one of the most remarkable men of his day. I presume even you will not question the great acuteness and profound legal knowledge of the late *Judge Mills*, nor will you venture, until it shall become your apparent interest to do so, to doubt the strictness, nay the proverbial obstinacy of his adherence to what he believed to be right. He sat as a judge, both in the inferior and the appellate court, upon some of the very matters now in controversy between us; and after his generous desire to appease the fierce contentions of his day, had induced him to resign his seat on the bench of the Court of Appeals, and he had returned to the bar, the course of his professional duties made it necessary for him to write to me the letter which I now print. It is dated about forty days before we took the intellocutory decree in the very matter

about which he writes, which finally obliged you to begin to define your position, and led to all your subsequent outrages upon us and upon all propriety. In a matter still depending in chancery, this proof may be considered, I would suppose, nearly equal to the very disinterested opinions and the very consistent statements even of a person of your known honor and veracity, especially when you have nothing at stake but about fourteen thousand dollars, and a character whose value I shall not pretend to estimate. It is in this light that I venture to submit it to your consideration.

Frankfort, March 6, 1830.

DEAR SIR,—It is but a few years since, the representatives of Lee, through the agency of Andrew F. Price, recovered against the estate of your father, a large sum of money, say seven or eight thousand dollars, by a judgment of the Fayette Circuit Court, afterwards affirmed in the Appellate Court, and that judgment is probably discharged by this time. I presume you, and the family, are apprized that your father held a lien on an estate amply sufficient to satisfy that claim, and secure its restoration to the family—and *that* I have no doubt, more ample than you are aware—and I presume you are pursuing that lien by suit in some Court; but where, I do not know, and wish to ascertain. Will you be so good as to inform me whether you are pursuing your rights, and in what Court, as I have an interest in knowing, as I have engaged and am about engaging in suits affecting the same estate. But you may rest assured that no engagements which I have yet made or am about to make, run counter to your interest, and will probably unite with it. Indeed I have no doubt that I do possess information touching those claims, and the estate in question, which may be of service to your claim, and which I will freely communicate to you. I have no doubt that your father's lien is more extensive than you are aware of. It may be (which is not probable) that you are not apprized of the full security against this claim, which was held by your father. If you are not, I can communicate it to you. I conceived, when seeing this suit against your father's estate tried in Fayette, that the parties all of them, were not possessed of all the circumstances relative to the matter. I will thank you to answer my inquiries in this matter as soon as suits your convenience. I could more easily explain myself by an interview with you, but I do not know when I shall have an opportunity. Respectfully, your obt. serv't.

B. MILLS.

ROBT. J. BRECKINRIDGE, ESQ.

I have now traced down the history of the *suppressed bond* to 21st of March 1842, a period of forty-four years from its first execution. Since 1811 I have traced its history more particularly in connexion with the mortgage of 1802, to which it was attached. I have, if possible, a more striking and remarkable history of it to record in connexion with the mortgage of 1801; and if your spirits do not flag, I think you will find instruction in the narrative.

In your letter of June 22, 1832, to William L. Breckinridge, you say, on p. 2, "After searching among your father's papers and the records where he practised, I found Walter Beall's mortgage acknowledging that he owed your father £1000, filed among the records of the Federal Court." A little farther on, you add, "I immediately filed a bill to foreclose the mortgage for the £1000." In your letter to me of August 29, 1832, you say, on p. 5—6 "I made a search, and in doing so, found that your father had brought suit upon his £1000 mortgage against old Walter Beall, &c." You add a little after, "As the Federal Court had not jurisdiction in this case, I got leave to withdraw the bill and mortgage (I believe) and for the first time conceived the idea of sueing on the mortgage to meet the de-

mand of Lee's Executors." And you say, that for special reasons, (which I will consider to your heart's content, in another place,) "I waited for his (Beall's) coming to Lexington, sued him there, &c." On the 9th page of your *Second Speech* of 1840, you say my father "had a contract with Walter Beall for a thousand pounds, and a mortgage to secure its payment, on which he had brought suit in the Federal Court. That Court having no jurisdiction, I dismissed the suit and brought suit against Beall's Executor and Devisee in Fayette." The foregoing extracts, like all other things drawn from the stores of your inexhaustible memory, are not precisely correct, nor exactly consistent. It is not correct that you found the mortgage alluded to in the records of the Federal Court; for there is a receipt of my father, attested by H. Tunstall, then Clerk of that Court, for the mortgage itself, dated May 8, 1805, now filed there, a copy of which you have printed on p. 51 of your *Reply*, to no other end that I can perceive, but to prove a falsehood on yourself. It was withdrawn, doubtless, to be used in taking proof in the cause; and you found it amongst his papers. You speak of "*a contract* for a £1000," in addition to "*a mortgage* to secure its payment;" if such a contract independent of the mortgage and independent of the agreement of 1798, *the suppressed bond*, ever existed, I never could find it; which indeed, is well enough accounted for by your admission in 1840 that it had come more than thirty years before, into your hands; and all I have to say about it just now is, that *when you are done with it*, the rightful owners will be glad to get possession of it. What you say about withdrawing the bill and dismissing the suit in the Federal Court soon after my father's death, is, I presume, also incorrect; for, if you will take another 'search' you will find it is matter of record that the suit abated at "August Rules 1815." It is of no particular importance whether, as you say, in 1832, you waited for Walter Beall's "coming to Lexington and sued him there," or whether, as you say, in 1840, you "brought suit against Beall's Executor and Devisee, in Fayette," the man himself being dead, and so past sueing in any court you are likely to practice in; only both could hardly be true. You must be more particular Sir, or you may shake the public confidence in your accuracy. It is no doubt true, that you did come into possession of the mortgage of 1801, from Walter Beall to my father, a copy of which you have printed on pp. 49–50 of your *Reply;* and it is true you did sue on it in Fayette, in the year 1811, as, independently of your own assertion, the following testimony establishes.

"To the Honorable, the Judge of the Fayette Circuit Court in Chancery sitting, Robert C. Harrison, Alfred W. Grayson and Mary H. Breckinridge, Administrators of John Breckinridge deceased, humbly shew that a certain Walter Beall about the spring of the year 1801, was indebted to your orators' Intestate one thousand pounds current money of Kentucky, which debt the said Beall was privileged to discharge in good lands, and being so indebted, the said Beall to secure the payment of the said debt, did, on the 23d day of April, in the year 1801, execute to your orators' Intestate, a mortgage deed, which bears date the 23d April, 1801—*is herewith filed and made a part of this bill*, from which the Court will perceive among other things in case the said Walter Beall, his heirs, &c., should well and truly pay the said John Breckinridge, his heirs, &c., on or before the first day of November next after the date thereof, the said £1000 which the said Beall might have had paid in lands of good quality and

title, the price thereof to be estimated in cash by men to be chosen by the parties, in case the parties could not agree on such price, then, and in that case the said Mortgage was to be void, but in case the said £1000 or the value thereof in lands as aforesaid, should not be paid on or before the said first day of Nov. next after the date of said Mortgage, then the £1000 and interest should be liable to be recovered by prosecuting said Mortgage at any time said Breckinridge should think proper so to do."

The foregoing is a true extract from the Bill in Chancery of John Breckinridge's Administrators vs. W. Beall's heirs, &c., which is in the hand writing of Robert Wickliffe, Esq.; said Bill was filed on the 4th October 1811.

Given under my hand this 14th day of September, 1842.

H. J. Bodley, Cl'k F. C. C.

I have before me a certified record of every thing done in this case from the 4th of October 1811, when you filed the original bill, till the 11th of October 1825, made out to be used as an exhibit in the case of *Ormsby* vs. *Breckinridge* and others, in Jefferson, to which we shall come in due course. As there were two copies of this record filed in the Court below, and the suit is long since determined, I was permitted by an order of Court on the 23d Sept. 1842, to withdraw this attested copy. In your correspondence of 1832 with my brother William and myself, and in your published attacks upon me and my family, you have written and printed a great deal about this case; the most of which is, I need hardly say, at once absurd and false. I had occasion to notice this case briefly, and the Ormsby case very fully in my *Second Defence*, to which (pp. 24–32) I refer you. The special object then was, to examine the truth of your boastful, indelicate and unfounded claims upon our gratitude; it is now, to trace the history of the *suppressed bond*. At a special term of the Fayette Circuit Court, held in July 1819, Samuel T. Beall, the son and devisee of Walter Beall, filed his separate answer in this case, in which, amongst other things, he alleges the fact that a suit, (which you have repeatedly said you afterwards dismissed, and with which you were perfectly familiar,) was brought by my father against his, in the Federal Court, upon the same mortgage sued on in this case; and he sets up the answer then made by his father to the bill filed against him by mine, and makes that answer and the exhibits which accompanied it, part of his own bill. That answer of Walter Beall, exhibited first in the Federal Court in the year 1804, enters therefore into this cause, and is spread out at large on pp. 52–58 of this record; and here we bring you again as matter of record, face to face, with the whole story about the contract of 1798, and the mortgage of 1801. That contract as an exhibit in the answer of 1804, becomes also a part of this cause, and behold it spread out in full on pp. 59–73 of this record. That is to say, a paper which in 1840 you had always believed to be suppressed, and which in 1841 you said you had never been able to get sight of, was in 1819 thrown, as an old acquaintance, into your face, by a defendant in Chancery, and was thenceforward in this new form, matter of fierce litigation uninterruptedly for many years. Notwithstanding this defence which you now say was good, the Chancellor decreed that the mortgaged property should be sold, and our debt paid. In the process of doing this, Peter B. Ormsby of Louisville, became our debtor for several thousand dollars, and when the day of payment came, in-

stead of the money we found a new Chancery suit, in reference to which I have given detailed information on p. 25 of my *Second Defence*. His bill was filed in the Jefferson Circuit Court on the 12th May 1824. The grounds on which he attempted to defeat our recovery were very various, but amongst the chief were those alleged by Walter Beall in the Federal Court in 1804, and by Samuel T. Beall in the Fayette Circuit Court in 1819, thus drawing into controversy for the third time, the validity and the fairness of the mortgage of 1801, and of course, bringing prominently forward, the contract or *suppressed bond* of 1798. On the 11th page of your *Second Speech* of 1840, you speak particularly of this controversy in Jefferson, describe minutely the nature of it, set out the grounds of Ormsby's defence, boast that you were consulted frequently about the case, and wind up by saying, "I directed the mode of defence," that is the defence we should make against this new attempt to cheat us at once of the double inheritance of the property and the good name descended to us. When the cause came up to the Court of Appeals, you became still more familiar with it, and on the 11th page of your *Second Speech* above referred to, you set forth your invalulable and almost preternatural services in it with surpassing eloquence, declaring even that you risked your life in this crowning, as it was also the final effort for thankless clients and ungrateful friends. I must refer you to my *Second Defence*, pp. 26–30 and p. 67, for the full exposure of the empty and unmanly falsehoods into which your vanity and malice had betrayed you; my object in making the present allusions being simply to prove, out of your own mouth, your familiar acquaintance with the Ormsby case in the Jefferson Circuit Court and the Court of Appeals, and thus to establish your knowledge of the history of the *suppressed bond*, as exhibited in the progress of that cause: that is, I will prove here, as in other cases, not only that you have brought accusations as unfounded as they are dishonoring, but that it is impossible you could have been ignorant of their entire want of truth.

On the 23d May 1827, as it appears by the Clerk's endorsement, the record in the case *Breckinridge's adm. advs. Ormsby*, an appeal from a decree of the Jefferson Circuit Court was filed in the Court of Appeals; the cause was argued January 15–19 and 1829; and the decree below reversed April 27, and petition for rehearing overruled; that is, we completely succeeded. The case is reported very fully in *J. J. Marshall vol. I.* pp. 236–67, to which I shall have occasion to refer again. The record in the Court of Appeals is contained in 140 large manuscript pages. In that record the contract of 1798, that is, the *suppressed bond*, cuts a figure pre-eminently conspicuous. 1. It is detailed minutely and at large in the original bill, and being made the basis of the equity set up by complainant, it enters into every part of his case, which case is met by demurrer and by flat denial in our answers drawn by you. 2. The original of Walter Beall (the contract was drawn up in three originals, one kept by each person signing) withdrawn by Stephen Ormsby from the Federal Court, as before shown, upon the order of Samuel T. Beall, on the 25th day of May 1826. 3. The original of George Nicholas, produced in the Court below on the 13th June 1826, by S. S. Nicholas, Esq. counsel

for the defendants, by a rule of Court made on him. 4. Copy contained in the record from the Federal Court of the case *Breckinridge vs. Beall*, of 1803. 5. Copy contained in the record from Fayette, of the case of *Breckinridge's Adm. vs. Beall's Repts.* of 1811, filed by the complainants here. 6. Same, filed by the defendants here.

Now sir, look at the state of this case. In the year 1840, and again in 1841, you were pleased to accuse me in the most unqualified manner, in widely circulated newspapers and pamphlets, with having corruptly destroyed a certain paper which was of great value to my nearest relations, and amongst others to orphan children. Behold I produce a single record in which this paper is spread out in full *no less than five times;* the record of a suit in which the paper itself was mixed up with the gist of the cause in all its parts, and that cause not only the most important one in your own opinion you were ever engaged in for us during twenty years attention to our large business, but really one of the leading cases ever tried in the commonwealth or reported in its law books. What language is sufficient to convey that sense of loathing with which human nature itself ought to repudiate such detestable offences, not only against her own best impulses, but against the very elemental principles upon which human intercourse is a blessing or human society capable of peaceful continuance? In sober seriousness, sir, I would put it to you, is *it still* your opinion that the bond published with such demoniac exultation on the 43d and 44th pages of your *Reply,* was really suppressed? It was originally executed in three originals; at the end of nearly forty-five years, I am able to trace through records and law suits and letters and deeds, every one of these originals, and what is not a little remarkable, every one into immediate, intimate, personal contact with yourself. The original of John Breckinridge was sued on and filed by you in the case against Lee, in 1811; the originals of Walter Beall and George Nicholas were both before you in the case of Ormsby and Breckinridge. Is it still your deliberate conviction, *that you never could get a sight of this paper,* when presented to you on such various and striking occasions in its original shape, and in the multiplied copies which have been in your hands and under your eyes? Do you still believe, that if by some fortunate chance you "*had have seen that bond*" one single time during the long course of years and amid the great mass of litigation which brought it constantly before your face from 1807 or 8 till the present time, *you would have suffered your tongue to have been drawn from your throat, sooner than have aided in any attempt to enforce it?*—Oh! naughty bond, how could you treat so good a man so illy? Naughty, naughty bond, how can you expect forgiveness? What! not allow yourself to be seen when spread out on the land records of the County? When discovered amongst the papers of John Breckinridge? When found in the suit with Beall in the Federal Court? When made the basis of the bill in Chancery against Lee? When filed by Samuel T. Beall in Fayette, in our suit against his father's representatives? When set forth by Ormsby in his bill in Chancery? When five times spread out upon that record in the Court of Appeals? What, not permit yourself to be known when the mortgage of 1801, which was based upon you, and that of 1802 to which you were attached—

have been seen, handled, sued on, and disputed for about forty years? Monstrous! You have but one more act of atrocity to perform, and then your character as a decent bond, is clean gone forever. Having at last opened one of the eyes of the maltreated Mr. Wickliffe so far as to enable him to see your face, just open the other wide enough for him to discover that while you survive it will be an up hill business for him, even by being counsel for both parties, to release his iron works estate from our lien for about fourteen thousand dollars, and then I am very sure he will admit that if you were never suppressed before, you at least well deserve to be suppressed now.

There is one aspect of all your allusions to this contract of 1798 so ridiculous, as *hardly* to deserve serious notice, and yet as it opens a sort of retreat to you, I must not pass it in silence. Your original allusions to the suppressed paper were general and indeterminate; and as far as you were specific, you called it by various names, gave various descriptions of it, and made contradictory statements as to the origin and extent of your information in regard to it. In my *Second Defence* I gathered together, illustrated and confuted your various statements in regard to it, on pp. 11–19 of that publication, to which I refer you. The point of your entire statements, as far as you chose to allow yourself to be intelligible, was, that over and above the well known securities and remedies which my father had against Walter Beall and George Nicholas to indemnify him against out standing contracts made while he was one of the proprietors of the Iron Works, there was a particular paper of which you had a real but a vague knowledge, which jointly bound them to pay to him specifically and precisely, the money we had been obliged to pay for them to Lee for Blackwell's claim; and that I had corruptly concealed or destroyed this paper to avoid a settlement with my co-heirs and so defraud the estate of my father. These charges were made in special connexion with our suit in Chancery against Lee, Beall, Nicholas and Owings, to subject them in their proper order and proportion to the payment of the money actually paid by us on the identical claim of Blackwell, for which very claim, as you asserted, the suppressed paper afforded other and further security of the best possible kind; and therefore, it was not only injurious to my father's estate, but wrong and unfriendly towards you, our oldest and best friend, and proof of my being influenced by Mr. Clay, Executor of Nicholas and Mr. Chinn, attorney for Mr. Clay, that I should refuse to resort to that other and direct obligation of Beall and Nicholas, instead of pushing our claim, as we actually were doing in the suit against Lee and others, against property which was owned by certain friends and clients of yours, or as it turned out by yourself. As the basis of the suit whose management you thus complained of, was the contract of 1798 between my father on one part, and Beall and Nicholas on the other, and as the management complained of was the pushing of that contract and the mortgage of 1802 which secured its execution, and to which it was attached; of course, no mortal could imagine that the contract of 1798 could possibly be the very paper to which you alluded as being suppressed. For besides that this contract was not either in form or substance in any respect such as the suppressed paper was declared to be, and besides that I knew the

paper to be perfectly known to you and to hundreds, it was moreover the very foundation of the suit whose management was complained of, the very thing upon which our claim ultimately rested, the very marrow of the whole business in regard to which the difficulty arose between you and myself, I trying to subject the Iron Works in your hands upon this ultimate right, and you trying to defeat me. My defence therefore, in answer to the charge was, that in reality and even supposing me capable of such an act, I could have no earthly motive for its perpetration, since, independent of any such bond, our security was ample and absolute by the contract of 1798, and the mortgage of 1802, which instead of destroying I was endeavoring to enforce; and that besides, I had never heard before of such a bond as alleged, could not possibly conceive why one should exist, and was of the opinion none such ever had existed. That is, I denied all knowledge and all belief of any such bond, apart from and independently of this contract of 1798, and the mortgage of 1802, the operation of which is distinctly explained on p. 14 and 15, the contract itself, the objects of it, and the parties to it named on p. 8, the suit with Lee founded on it, clearly set out on p. 9, the iniquity of your conduct in engrossing the controverted estate detailed on p. 10, and in general, the existence and character of the contract itself constantly admitted, not only as notorious, but assumed as the basis of my defence through nine pages (pp. 8–16) of my *Second Defence*. Yet in the face of all this, you have the hardihood to assert that the imaginary bond alleged by you to have existed, was in fact, this contract of 1798, and that my denial of any knowledge of that imaginary bond was in fact, a denial of the contract of 1798; and then with a folly, which nothing but the fact that the venom of the adder makes him blind, can explain, to make out your case, you exultingly fasten your charges upon this contract in such a way as to put it completely in my power to prove my case to the uttermost tittle. For if *this* is the suppressed bond, then it is clear no bond at all was suppressed, and you are a gross slanderer; but if *this is not* the suppressed bond, then you are a gross slanderer still, for you have irrevocably committed yourself, that this is it.

While the whole subject is fresh before us, we had as well perhaps settle some small matters relating to your almost superhuman efforts in this case in the Court of Appeals, efforts the more inexplicable as they were made in total ignorance of the paper on which the cause was originally intended to hinge, and which is copied five times upon the record. On the 11th page of your *Second Speech* you use the following language:

> I advised the appeal, with the intention to argue the cause in the appellate court; but such was the decline of my health and strength, and the weight of public and professional duties that had pressed upon me for some time before the court approached the trial, that I felt wholly unable to appear in the cause, and so advised the reverend gentleman, who seemed to acquiesce, and consulted with me as to the counsel he should substitute. In this we agreed, and I promised to aid them with my views upon the case, which I faithfully did. But when the day of trial came near, my present slanderer and persecutor had confidence in me *alone*. He appealed to me not only on account of the large sum involved, and which was indispensable, he said, to relieve me, as his security, but because the decree involved the memory of his father, to lay aside my public duties and make an effort

for him. The last consideration was decisive with me. I arranged with Senators, to suspend for a day, the important business of the Senate, and obtained, from the Court of Appeals, the same day, to make my defence. I made it. The decree of the inferior court that nailed the foul charge on the coffin of the deceased—that he had cheated and defrauded a poor senseless lunatic—was reversed and annulled. By this decree, not only was the exalted name and spotless character of John Breckinridge vindicated, but nearly ten thousand dollars were put into the pocket and under the control of his profligate son. This was the last professional service I performed for the family, and God knows, when at night I retired, exhausted and prostrate, from the court room, I felt as if it was doubtful whether I should ever enter the court house again. If I risked my life as I did in the effort, it was in defence of the memory of a departed friend, and well has his ungrateful son paid me for it.

All this and more, I copied into my *Second Defence*, (p. 26) and then proceeded to prove by the records of the country and the testimony of gentlemen of the highest character and station in society, such facts and circumstances as rendered it clear and certain that all its material statements, so far as they affected me personally, must necessarily be untrue; as you will perceive by turning again to pp. 26–33 of that publication. The fact being that I was very ill and expected to die at the time this cause was argued in the Court of Appeals, viz: January 15–19, 1829, and for weeks before and after; I really supposed when in 1841 it became my duty to reply to your scurrillous attacks, that you might have argued it as one of our counsel; and so based my answer upon the tacit admission that your assertions might be true to that extent. After most of that *Second Defence* was published, facts came to my knowledge which induced me to doubt whether you had really appeared in the cause or not; and after having an interview with Chief Justice Robertson before whom and Judge Underwood the cause was argued, and another with Richard H. Chinn, Esq., now of New Orleans, who had been counsel for us in the case, I became convinced your whole statement was a most false and empty fabrication, and that you had not argued the cause at all; and rather by the entreaties of friends, than that I supposed it was material whether I proved one falsehood more or less on a man upon whom a score or more had already been irretrievably fastened, I added the note which appears on the last page of that Defence, in which I make allusion to Mr. Chinn and Judge Robertson, and assert my conviction that you never argued the case at all. In your *Reply* of 1841, you publish on pp. 19–20 a letter from your son-in-law, *Judge A. K. Woolley*, dated Oct. 30, 1841, in which, amongst other things he asserts, as of his own personal knowledge, that you did argue the cause in January 1829, and then narrates what he says Judge Robertson and Mr. Chinn had told him, in such a way as to create the impression that they meant to contradict my statement. On the 36th page of the *Reply*, you say "Judge Robertson authorizes me to say that the statement of the reverend slanderer is, as to him, gratuitous, and I learn that Mr. Chinn makes the same remarks." We will attend to so much of this as relates to the two last named gentlemen, after we shall have examined the statement of your son-in-law.

It is true that Judge Woolley was of counsel for us in the case of *Breckinridge advs. Ormsby* in the Court of Appeals; it is true he ar-

gued the cause for us, and, as I have reason to believe, did it with great learning and ability. It is also true that I have had conversations with him in regard to your relations to my father's estate, and I will not deny that I may have expressed to him sentiments similar to those stated by him in the second paragraph of his second letter printed on the 35th page of your *Reply;* for I do not deny that at the period alluded to, I entertained sentiments towards you similar to those he has there attributed to me; and I now deeply lament that my subsequent knowledge of your treachery and baseness obliged me to change my estimate of your character. But it is also true that I have had conversations with Judge Woolley wholly of an opposite character from those detailed by him; that I have freely, as freely as delicacy would permit, explained to him the nature of my feelings towards you, and the precise grounds of complaint against you, and that he, in his various attempts to explain to me on your behalf and at your request, the grounds on which you sought to justify yourself, never pretended to approve your conduct. It is also true that Judge Woolley handed to me, at my request, about the year 1830, your account for legal services against my father's estate; that I objected to the form of it, and that he at your request, took it back in order so to change it, as to omit charges against some one or more of the heirs individually; that he never returned it to me; and that he remains a silent witness of your abuse of me for years together, charging me with holding back this account for unworthy purposes and then saying I had lost it, while there can scarcely be a doubt he gave it back to you. It is true I handed to him along with your account above mentioned, the bond of Mr. Charles A. Wickliffe to my father's estate, which by agreement with him and with you was to be credited on your account against us; and that after this bond is pronounced lost for years together, you credit yourself with the bond as received in 1829 (see p. 40 of *Reply,)* and say (on p. 43) that I "*gave up the bond more than eleven years since,*" (to whom?) and then add "I am informed" *(who by?)* it "was actually handed to Charles A. Wickliffe;" *(by whom?)* Now it does appear to me that an honorable man who has a due regard to truth and his own character, ought, when he comes forward as a witness, especially in regard to matters of this description, to do full justice. And I am sure Judge Woolley would think he had cause to complain if I should act towards him precisely as he has acted towards me, and now proceed to lay before the public such parts for example, of your statements in regard to him as might be suited to accomplish a present purpose, and which he may rest assured I could easily do in such a way as would present him in a light somewhat more serious, if you are to be believed, than that of having changed his opinion of a bad man, or of having, if the fact were so, mistaken the weight of conflicting testimony.

I think, too, an old practitioner like yourself, will find no great difficulty in perceiving how widely different the matter alleged is from the matter proved, even if we admit the exact accuracy of Judge Woolley's statement in regard to your services in the Ormsby case. In 1830 I felt called on to defend my opinions and the party with which I acted against your public and violent accusations; in

1840 I was obliged to do this the second time. For this you accuse me in terms of unmeasured vulgarity and bitterness, with wanton and criminal ingratitude; you say *(p. 12 of Second Speech)* "under a garb of religion and a pretext that he is a missionary of heaven, he has with a virulence and bruitishness suited to the mouth of a baron of a brothel, and to no other, falsely and infamously assailed my name and peace,"—by defending myself, my opinions and my party against your attacks, in "*Hints on Slavery*," of 1830, and in my Speech of October, 1840. You say this, and pages like it, connected with accusations of horrible ingratitude on my part, because you had been "*not only the friend of his father while living, but the defender of his fame when dead;*" because you had long and gratuitously served our family, in many important matters, and most especially in this Ormsby case, upon the trial of which you declare you risked your life. That such *allegata* as these should dwindle into *probata*, the sum of which is, "in the case of Ormsby and Breckinridge, I recollect distinctly that you argued this case in the Court of Appeals"—in a letter from your son-in-law, is, I must say, a most 'lame and impotent conclusion.' And do you really think, Sir, that the distinct recollection of Judge Woolley "*that you argued this case*," is a sufficient ground upon which you may set up a claim to tell ten thousand falsehoods upon me, to write sheets of insolence to me, and to print vile and unfounded calumnies against me, and upon which any attempt on my part to defend myself or to confute your slanders shall be set down as proof of unparalleled ingratiude? All this is the more marvellous when it is considered that in the very pamphlet in which you publish this potent testimony, you abandon the grand foundation of your claim upon our gratitude by making a regular attack upon the reputation of our father, and since the pamphlet was published upset the second ground (the gratuitousness of your services) by bringing suit for your fees!

But is the distinct recollection of Judge Woolley in this case conclusive proof that you ever argued the case at all? Without impeaching the veracity of that gentleman, there are strong reasons to suppose that his statement is erroneous. I desire to deal with perfect fairness towards all men, and I will therefore admit that this point, which, even if it were established in your favor, is very far from justifying either your conduct or assertions, is involved in some obscurity; but upon a very careful attempt to arrive at the truth, my own conviction is, *first*, that it is most probable you did not appear in the cause at all upon the final argument, and *secondly*, if you appeared at all, it was not as asserted by you and intimated by Judge Woolley, to argue it in general, but to present very briefly an incidental and isolated point, to wit, the effect of the mortgage of 1802 (to which the suppressed bond was attached) which was given when Beall was confessedly sane, and which recites and confirms that of 1801, in rendering null and illegal all attempts to invalidate the latter by proof that he was insane when he made it. This second conclusion, I reach upon these grounds; *first*, a vague and general impression upon my own mind that I was so informed shortly after the final decree in the case; *secondly*, an impression resting on the minds of several persons more or less connected with the cause, that this point

in it was suggested by you and that you relied on it always as conclusive, as indeed it is; *thirdly*, from a careful comparison of the pleadings in the cause with the general course of argument in the final decree and with the complainant's petition for a re-hearing, it seems extremely probable that this point which is vaguely stated in the pleadings, and distinctly handled in the decree and petition, must have received its consequence in some such incidental way; *fourthly*, in Judge Robertson's letter to you of November 24th, 1841, which we shall presently consider somewhat at large, he says to you expressly, that you had confessed to him not long before, that you had never read the voluminous record in the case till after the argument began, and that the point you agreed to argue, at the solicitation of Woolley and Chinn, and after the regular argument, was as explained by yourself to him, then, "*the question whether a deed relied on as a confirmation had been exhibited by the pleadings in such a manner as to authorise the court to take judicial notice of it.*". This, Sir, was a fatal confession; and it will be observed at once how it upsets all your printed statements, and so fixes your position in the cause upon your own showing in 1841 as to render doubly infamous your subsequent attacks upon the memory of my father, your subsequent accusations against me for suppressing the contract of 1798, (which formed a part of this "deed relied on as a confirmation,") and your subsequent allegations that you were ignorant of the nature of that contract. Surely, when you consider the conclusive nature of this testimony, and the extraordinary manner in which your own reckless folly has forced it into my hands, you will see a new reason why I should confide in that good Providence which you are pleased to deride, and which you have so much reason to dread. In regard to the other point, to wit, whether you appeared at all, there are very weighty reasons why a candid man should doubt, or rather perhaps, why he should conclude against you. Such are the following. *First*, It is the settled rule of the Court, that ordinarily but two counsel shall argue a cause on one side; there was nothing in this case whatever to justify a separate representation of the interests of the parties appellant; and it is indisputable that Mr. Chinn and Judge Woolley did argue the cause for them. *Secondly*, It is certain that you were not present in Court during the argument of the cause by your son-in-law, a fact proved by this anecdote often repeated by one of the other counsel, viz., that you asked him how "Woolley had done," to which he replied, "the best speech I ever heard in this Court,"—which, of course, greatly delighted you, till you remembered *it was the first speech* ever made before those judges, both of whom (Robertson and Underwood,) were recently appointed and constituted the entire court at the time; under these circumstances, the presumption is somewhat violent that you took little if any part in the argument. *Thirdly*, Filed with the record in the case are memoranda and briefs in the hand-writing of Garnett Duncan and S. S. Nicholas, Esq'rs, our counsel below, and a very elaborate brief of seven sheets, of which 14 pages at the beginning are in the hand-writing—as I believe and am informed—of Judge Woolley, and the remaining 13 pages in that of R. H. Chinn, Esq'r, but I could not find a syllable from your hand, nor any evidence that you had taken any part in preparing any

thing; this is the more worthy of note, when it is remembered that several of the papers in the court below, are in your hand-writing, though you did not practice in that court, and its situation is remote from your residence. *Fourthly*, It is extremely remarkable that nearly every thing about the trial of this cause should be distinctly remembered by distinguished gentlemen who were present, except only your appearance in it. After you had printed in the newspapers that "Judge Robertson authorises me to say that the statement of the reverend slanderer is, as to him gratuitous," that gentleman impelled by a sense of justice and honor, wrote to you a letter dated Nov. 29, 1841, to which as well as to his unwilling and involuntary connexion with this subject, we will come in due time; and on the 2d of December, 1841, he wrote to me inclosing a copy of his previous letter to you. In his letter to me, he says, "A mystery yet hangs over the question whether he (you) appeared in your case." And then he mentions the names of several gentlemen, with whom he seems to have conversed, and which I omit out of deference both to him and to them, "who heard the argument," and yet "not one of them remembers that Mr. W. (Wickliffe) appeared, though they all recollect that W. and C. (Woolley and Chinn) argued for you. Nor can I, for my life, remember any thing of Mr. Wickliffe's argument." I personally conversed with Judge Underwood, who informed me that his memory did not serve him to speak in regard to the subject, and that he had so replied to you in answer to a written communication. It is extremely painful to me to be obliged to refer in this public manner to these excellent and distinguished persons, as it is, I doubt not, disagreeable to them; but, Sir, you leave me no alternative. *Fifthly*, I think I can prove an *alibi* upon you, by the records of the Senate of Kentucky. You say *(p.* 11, *Second Speech,)* "I arranged with Senators, to suspend, for a day, the important business of the senate, and obtained from the Court of Appeals, the same day to make my defence. I made it." Now, I have clearly shown on pp. 30–31 of my *Second Defence*, that it is fully proved by Order Book, No. 29, of the Court of Appeals, pp. 105–6, that the Court itself had not sat for forty days preceding the 14th of January, 1829, on which day the new judges took their seats and constituted the court: and by the Journal of the Senate, that there were not judges enough in office to hold a court from December 5th, 1828, when Ousley and Mills resigned, till January 14th, 1829, when Robertson and Underwood took their seats; and by the said Order Book, that the case, *Breckinridge advs. Ormsby*, was thenceforward called from day to day (except on the 18th, which was the Sabbath day) until the 19th, when it was fully argued. But on consulting the printed *Journal of the Senate for* 1828, I find the following facts, to wit, That on *Thursday, January* 15*th*, 1829, *Wickliffe* voted, by ayes and nays, *nay*, on the question to read a second time a bill to divorce Jane Williams; *Wickliffe* called for the ayes and nays, and voted *nay*, on the third reading of a bill for the relief of James Stone: *Wickliffe* called for the ayes and nays, and voted *nay*, on the second reading of a bill for the benefit of Francis Tiernan and Andrew Beirne; *Wickliffe* called for the ayes and nays, and voted *nay*, on the third reading of the bill "for marking a way for a road from Columbus to the state

line in the direction to Paris, in Tennessee;" *Wickliffe* voted *nay* on engrossing a bill for the benefit of John H. Tyler and Thomas Griffey; *Wickliffe* voted *aye* on a motion to re-consider the former vote; *Wickliffe* voted *aye* on the passage of this bill; *Wickliffe* voted *nay* on a motion to lay on the table till the 1st of June, a bill "to alter the mode of summoning juries" *(see Journal, pp,* 217–223.) Here are *eight* witnesses that cannot be mistaken, whose testimony seems clearly to establish that you were busily engaged during this day in the Senate. *Friday, January* 16, *Wickliffe,* from the Committee on Courts of Justice, reported three bills, about which pp. 233–4 are mostly occupied; *Wickliffe* voted *aye* on the motion, "that the Senate *do not* advise and consent to the appointment of George Robertson as Chief Justice of the Court of Appeals;" *Wickliffe* voted *aye* on the question to lay on the table a preamble and resolution concluding "that there is no vacancy in the office of either the second or third judge of the Court of Appeals:" *Wickliffe* voted *nay* on the question of the resolution merely; *Wickliffe* voted *nay* on the question of the preamble merely;—*(See Journal, pp,* 224–226.*)* If we count the three bills first introduced as only one proof of your presence, we have then *five* witnesses whose recollection is as distinct as it is possible for Judge Woolley's to be, that this exciting day was most assuredly not the one on which you "arranged with Senators to suspend for a day the important business of the Senate." Two days of the only four our cause could possibly have been argued by you, are now gone; let us see where you were the other two. *Saturday, January* 17. *Wickliffe* voted *aye* with 29 against 3 Senators, requesting the Kentucky "*Senators and Representatives in Congress to use their best endeavors to procure an appropriation of money by Congress to aid so far as is consistent with the constitution of the United States in colonising the free people of color of the United States in Africa, under the direction of the President of the United States;*" (This is an ugly vote, Sir, to reconcile with your present principles;) *Wickliffe* voted *nay* on an incidental question in regard to instructions to the Kentucky Senators in Congress "in relation to the seven years limitation law;" *Wickliffe* voted *aye* on another question connected with the same subject; *Wickliffe* voted *nay* on the main question; *Wickliffe* voted *nay* on the question of adjournment.—*(See Journal, pp.* 230–32.) Here are *five* subborn witnesses that this was not the "*same day*" obtained from the Court and from Senators to prepare for your great, glorious, triumphant "defence." (By the way, there was no *defence* to make, as we were appellants seeking to reverse a decree.) Few will believe that you were out of the Senate, even if the proof were less complete, when that body was discussing vital questions—about *land and negroes!* But there remains one more day that our cause was being heard; let us see where you then were. *Monday, January* 19. *Wickliffe* voted *nay* on a question to lay on the table till a day certain, a resolution to ask lands from the general government for public education; *Wickliffe* voted *nay* on a motion to couple "internal improvements" with the object of the grant; *Wickliffe* voted *aye* on the passage of the resolution: *Wickliffe* voted *nay* on the passage of a bill "appropriating money for opening a state road from Prestonsburg to the Virginia state line;" *Wickliffe* voted *aye* on

the engrossment of "a bill for the benefit of John Deverin;" *Wickliffe* voted *nay* on the passage of a bill "to amend the law in relation to divorces;" *Wickliffe* voted *aye* on the passage of a bill "to provide for the appointment of attornies for the commonwealth;" *Wickliffe* voted *aye* on the question to lay on the table a bill "to amend the duelling law;" *Wickliffe* voted *nay* on the second reading of a bill "to alter the mode of summoning juries."—*(See Journal, pp.* 234–40.*)* Thus *nine* irreproachable witnesses declare that this day, the day on which the final argument for us must have been made in the cause, (I have already shown that Judge Woolley opened for us,) could not possibly have been the one on which you made that unparalleled effort, which at the risk of your invaluable life filled my coffers with money only to be recklessly wasted, and redeemed the memory of my father only to be afterwards more signally consigned to infamy by *"his friend while living, the defender of his fame when dead."* Now, Sir, it does seem to me, that if an *alibi* can be made out by positive proof, and if, as learned men declare, it is an axiom in physics that the same body cannot be in two different places at the same time; then the most distinct recollection on the part of your son-in-law that you argued a particular cause in the Court of Appeals of Kentucky, on the 15th, 16th, 17th, or 19th day of January, 1829, must be taken with divers grains of allowance; and your positive assertions that you employed the whole of one of those days to prepare your gigantic 'defence,' and the greater part of another of them in that delivery of it which so wofully "exhausted and prostrated" you, may by a very remote possibility be founded on one of those lapses of the memory to which even men of scrupulous veracity like yourself are sometimes liable. As you have become, in your learned and elegant leisure, a casuist and a lecturer on morals, I submit to your impartial judgment the balance of probabilities in a case in which the proof is manifestly so nicely balanced.

"The next impudent attempt of the reverend slanderer is his statement of a palpable falsehood in saying I did not argue the case of Breckinridge and Ormsby, and in further stating Chief Justice Robertson and Mr. Chinn authorised him to say that I had not argued the case. Judge Robertson authorises me to say that the statement of the reverend slanderer is, as to him, gratuitous, and I learn that Mr. Chinn makes the same remarks." Such are your words on p. 36 of your *Reply.* The substance of the testimony of Judge Woolley *(letter of Oct.* 30, 1841, *printed on pp.* 19–20 *of your Reply.)* is thus expressed by himself: "I have seen Mr. Chinn and Judge Robertson upon this subject. Mr. Chinn informed me that he had given Mr. Breckinridge no statement as to the case, except he recollected that I, myself, had argued it: that he had no recollection as to any one else in the cause, and that he did not indeed recollect that he himself had argued it, but believed he did. * * * Judge Robertson made a similar statement, recollecting distinctly that I had argued it, but having no recollection as to any other gentleman." I beg you to turn to the last page of my *Second Defence,* where the fact that you did not argue the cause is stated, and you cannot fail to be struck with the false issue which is made in Judge Woolley's statement, and the false fact which is asserted in your own. You accuse me of

"further stating Chief Justice Robertson and Mr. Chinn *authorised him to say* that I never argued the case." With your leave, Sir, this is pure fiction; I never said or printed that *I was authorised* by either of those gentlemen to say a word on the subject. Judge Woolley says, "Mr. Chinn informed me that he had given Mr. Breckinridge *no statement as to the case;*" "Judge Robertson made a similar statement." Now, Sir, you and your son-in-law both knew that I had neither asserted nor intimated that either of these gentlemen had given any "*statement of the case,*" nor any *statement* at all, in the strict sense of that term; and therefore neither of you could well be ignorant that you were creating a false impression by using such phrases. What I did say and print, was this, "The proof on which I assert that he did not argue the case at all, is the distinct recollection of every person connected with the case, with whom I have conversed in regard to this fact; and especially of the Hon'ble Geo. Robertson, Chief Justice of Ky., who presided on the trial of the cause; and Richard H. Chinn, Esq., who closed the argument for us, it having been opened on our side by Judge Woolley, whose personal relations to Mr. Wickliffe have prevented me from mentioning the subject to him." The reader will remember that a mass of new proof to the same point has just been arrayed, which notwithstanding Judge Woolley's remarkably distinct recollection to the contrary, seems to settle the matter as I then supposed it to be. I think it entirely likely that the same distinctness of recollection may have betrayed him into several slight inaccuracies in repeating what Judge Robertson and Mr. Chinn told him; as most assuredly your unbounded memory entirely misled you as to what the former gentleman authorised you to say, as we shall see immediately. The reader of the paragraph above quoted from my *Second Defence*, would undoubtedly conclude that I had satisfactory grounds upon which to assert that both the gentlemen alluded to had a distinct recollection of the trial of the cause, a total want of all recollection that you had argued it, and a distinct impression from the general state of the facts as remembered by them, that you did not appear in the argument. So much I meant to convey; and whatever may be said to the contrary, I now assert and can prove that facts justified me in saying so much. I regret having relied on the judgment of friends in whom I had great confidence rather than on my own first impression, in adding to my *Second Defence*, the note in which the reference is made to Mr. Chinn and Judge Robertson, because they had not previously consented to it, and probably did not expect such a reference would be made, and because it has, I fear, given them both some trouble. But this is all I can with propriety say; for it is true, that before I wrote that note, I had an explicit conversation with both those gentlemen, upon the very point stated—and I did derive from both of them precisely the impression which was intended to be conveyed in the lines above quoted. The conversation with Mr. Chinn, with whom I have been on terms of friendship both personal and professional for many years, was in the presence of a gentleman long and greatly beloved by both of us, and his impression of the conversation was the same as my own: and that with Judge Robertson, with whom also I have had friendly and pleasant relations since we met in the Legislature of

Ky., in 1825, and for whom I have great respect, was in one of the most public places in Lexington, and in the presence of half a dozen persons casually met there, all of whom, with whom I have since conversed, understood him substantially as I did. That under these circumstances you should have the effrontery to publish under the very eye of Judge Robertson, that he "*authorised* you to say that the statement of the reverend slanderer was as to him, gratuitous," is only of a piece with your common doings; but that after he had plainly told you that you had no authority from him to say any such thing, you should still persist in publishing and circulating the audacious calumny in a more permanent form, transcends even your habitual brass. You originally published this statement in the *Lexington Observer and Reporter* of November 24, 1841; on the 29th of the same month, Judge Robertson addressed to you a letter of two sheets, (from a copy of which sent by him to me under date of Dec. 2d, 1841, with your knowledge, the extracts which follow are taken) explaining his view of the whole matter, very fully to you: and yet in contempt of truth, decency, courtesy and shame itself, you went on to print, publish, and widely circulate a pamphlet containing the very same statement, without taking the slightest notice in it that I can discover, of having received such a letter. Why, Sir, at this rate, it is the simplest thing imaginable to prove and disprove all possible things. I give the first paragraph, and several from the latter part of Judge Robertson's letter to you, and leave the public to decide how far you speak the truth when you say *he authorised you* to speak as you have done, and how far what you said was, even if unauthorised, substantially true.

Lexington, 29th Nov. 1841.

Sir,—A friend having, on yesterday, called my attention to the "*Observer & Reporter*" of the 24th inst., I regret to find that, in your "*Reply to Robert J. Breckinridge*" as published in that paper, you have made references to me which I neither authorised nor can sustain, and which, if sanctioned by my silence, might operate injuriously to me and unjustly perhaps to others.

* * * * * * * *

Now sir, you will see that Mr. B. had not said, as you supposed, that I had "*authorised*" him to say that you had not argued the case. And therefore you cannot prove by me that he has been guilty of the imputed falsehood. All I can say is but to repeat that Mr. B. was not authorised by me to refer to me *as he has done*—although I had told him as already stated, that I had no recollection of your arguing his case. Mr. B.'s reference to me is inaccurate only in importing *affirmatively* that I had a distinct recollection of a *negative*, instead of saying, as in strict propriety he should have done, that I had no recollection of your appearing at all in his case in the Court of Appeals, although I distinctly remembered that others had made arguments on it. But he had not, (as you inadvertently charged him with doing) stated in his "reply" that I had "authorised him" to allege that you had not argued his case. And therefore you will see, by recurring to his published allusion to me, that I cannot "contradict" him in that particular, as your comprehensive reference to me would seem to imply that I had authorised you to say I would.

You must perceive also that I cannot sustain you when you say that I *authorised* you to charge that Mr. B's. reference to me, or "statement as to" me, was "*gratuitous;*" for what I said to him, and which I repeated to you, certainly furnished some reason for his believing that you had made no argument in his case, and I gave you no other authority than that repetition implied, to refer to me to prove that his "statement as to" me, was "*gratuitous.*" And should any person, in consequence of your reference to me, call on me for information on this subject, I would have to tell him as I told you, that I did say to Mr. B. that

I retained no personal knowledge of your appearing in his case in the Court of Appeals, and to add that I have not even yet, the remotest recollection of your saying one word in it.

You are therefore mistaken also in your reference to me, to "contradict" Mr. B's "statement," otherwise than I may herein already have done so, that is, as to its affirmative form and peremptory manner.

Nor as you must know, can I "contradict" Mr. B's. allegation that you did not argue his case in the Court of Appeals. But your reference to me implies that I would contradict that assertion, and my silence would sanction that belief, which would be altogether unjust; for, as already suggested, whatever others may recollect,—it cannot be proved by me that you made any argument in that case.

I therefore submit to your candor the question whether you were authorised to refer to me as you have done, and whether my silent acquiescence would not make me an instrument of delusion to the public, and of injustice to Mr. Breckinridge. And I feel assured sir, that on a careful reconsideration, it must afford you pleasure to retract or properly qualify that very comprehensive and indefinite reference, made hastily, no doubt, without considering all its consequences.

The only purpose of this communication is to place myself in my true attitude, and avoid any delusive or unjust implications that might result to others from my silence. And it seems to me to be but reasonable sir, that I should request that, in a spirit of justice and honorable magnanimity, you will give as much publicity to this explanation and correction as you have given to your references to me.

I shall consider it my duty to transmit to Mr. Breckinridge also a copy of this communication.

Yours Respectfully.

To Robert Wickliffe, Esq. George Robertson.

Connected with these general transactions are your most distinct charges against the honor of my father. In all your correspondence and all your publications up to the issuing of Your *Reply* in 1841, you had spoken with respect, nay with reverence of him. In it and in subsequent acts you have changed your ground entirely, and now heap upon his sepulchre insults more degrading and intolerable even than those you had before expended upon me; for I have been chiefly accused of *meditating* frauds upon *sane* men, he of having actually *perpetrated* them on a *madman*. This gives a new aspect to our controversy in several important particulars. It exhibits in a stronger light than ever, the vindictiveness of that hate against which the grave itself cannot protect even the fairest reputation; it identifies my position and character with that of my father, in all this controversy, and thereby puts to mankind this simple issue, whether he and I are to be held infamous on your testimony, or you are to be adjudged a fiendlike slanderer; it converts your quarrel from one with me personally, into one with all who revere the virtues or share the blood of John Breckinridge, and consigns to a degradation equal to your own, such of the pretended friends and degenerate kinsmen of that great and good man, if any such there be, as shall dare even to feign neutrality in regard to such an issue. I, sir, have tried to lead a life free from offence against the nicest honour, and it was hard to assail such a life, as you have flagrantly proved; but my father exhibited a brilliant life of every varied excellence, to attack which is to prove at once your hatred of virtue and to ensure the reward of so great vice. May God enable me to deal with you for this outrage in such a manner as becomes a son and befits a Christian. In doing this I shall first state your accusations; and then prove them to be false, and that within your own perfect knowledge.

On p. 48–9 of your *Reply*, speaking of the mortgage of 1801 from Walter Beall to John Breckinridge to secure the payment of £1000, and of the contract of 1798 for the sale of the Iron Works to Beall and Nicholas, you say "Beall's heirs and under purchasers, of which Peter B. Ormsby was one, contended that, 1st, *Breckinridge had no claim earthly for the* £1000 *mortgage, but that he entered Beall's room when he was a lunatic and mad, and obtained his signature to the mortgage conveying property to the amount of more than* $100,000. That the mortgage was obtained *under pretence that Breckinridge had lost the* 600 *acre tract* on the Ky. river, and that the said land had been patented to Breckinridge, when by the original contract it was expressly stipulated that Breckinridge was to have no recourse upon Beall in any event whatever, should the 600 acres of land be lost. Ormsby had, from about 1833–4, a bill of injunction charging those facts in the Jefferson Circuit Court. I had obtained the decree on the mortgage, not knowing nor believing that there was a word of truth in the allegation that Breckinridge should have no recourse if the 600 acres of land should be lost. *The proof was irresistible that Walter Beall was a lunatic at the date of the mortgage.* It was not only proven by the family physician but by many others, some of them the first men of the country; such as John Rowan, George M. Bibb and Martin H. Wickliffe. *But the family and friends of Beall could find no such original bond. The original when I read it proves every word stated,* and fully proves that Mr. Breckinridge was in no event to look to Walter Beall if the land should be lost." On p. 52 you say, our recovery against Beall was *"against all the principles of equity and justice, on a mortgage taken from a lunatic, and for a claim which his father's own hand and seal proves to be without the shadow of foundation."* On p. 64 you speak as follows, "In the prosecution of the claim against Beall *I believed the only question was his capacity to make the mortgage,* I acted on the principle that whether he was insane or not, he owed the £1000 and ought to pay it. *But the discovery of the original bond and the testimony, now show that not a cent was due Mr. Breckinridge, and that Beall was a lunatic when the mortgage, in which Beall acknowledged the* £1000 *to be due, was executed."* In the next paragraph, you assert that the claim of my father was, *"as iniquitious a claim as the world ever witnessed."* So much for your declarations in the *Reply* of 1841. Subsequently to this, to wit, on the 21st of March 1842, having previously drawn up, you filed and swore to the "Amended answer and cross bill of Ellicott and Meredith, in the case Breckinridge's heirs &c. vs. Beall's adms. &c." herein before referred to. This answer is made "a cross bill against the heirs of Breckinridge," and against us you charge and swear that the 1000 acres of land in Jefferson and the 600 on the Ky. river were the entire consideration paid my father for the Iron Works, and that Beall, by an arrangement with Colonel Nicholas, paid the whole of that consideration; and then proceed thus, "These defendants state that John Breckinridge procured a patent for the 600 acres of land, *and holds the title of it to this day, but pretending that the same was lost before the death of Beall, obtained from him when in a state of mental derangement, a mortgage acknowledging that he, Beall, therefor owed him one thousand pounds, &c.*"

The *first* point involved in these statements, is the insanity of Walter Beall. Upon this point, I begin by referring you to my *Second Defence*, p. 28. The reference made by you in your *Second Speech* of 1840 to this alleged madness, was in this form, to wit, that the fact of it had been set up in the Ormsby case to my great annoyance and with obvious danger to the good name of my father, and that you had so effectually put down the charge, that it gave you a peculiar claim upon my gratitude and presented my conduct to you in a very aggravated light. My reply was, that the whole thing was a ridiculous fetch on your part, and a vile pretence on that of Beall and those claiming under him; that it had been made prominent in the suit in the Federal Court in 1804, again in that in Fayette in 1819, again in that in Jefferson in 1826, again in the Court of Appeals in 1829, and that it was an adjudicated point that the man was sane. At present you take the opposite ground, declare your ignorance of records with which I have herein demonstrated you were perfectly familiar, and upon the proof taken in the cases above mentioned, and upon the record of these cases, with every one of which you were thoroughly conversant, you pronounce an opinion opposite to that of the officers of justice, and declare the man to have been unquestionably mad; and to fortify your insolence and self-convicted faithlessness, publish scraps of depositions refuted and disproved, as to most of them, as far back as 1804, and as to all, as long ago as 1826. This then is the first point of my present Defence, to reiterate that made in 1840 in my *Second Defence*, which is by itself, conclusive of the case.

But you insist on going behind the judgment of the Courts. Very well. In the Law Reports of J. J. Marshall, vol I. pp. 236–67, the Decree of the Court of Appeals of Ky. in the case *Breckinridge's heirs, advs. Ormsby* is fairly before you and all mankind. Meet the argument of that decree (which you have heretofore printed that you gained, and that at the risk of your invaluable life) with something better than assertions knowingly untrue, and idle declamation about law and equity, utterly unsupported by a reason offered or an authority referred to. The Court states the whole case in all its parts, goes over the whole defence against us in every aspect of it, argues every point presented, weighs the testimony, settles the law, decrees the equity; and the case is so out and out for us, that you once exclaimed in ecstacy, "*By this decree was the exalted name and spotless character of John Breckinridge vindicated.*" (*Second Speech of* 1840, p. 11.) True, sir: and not one only, but a pack of hyenas might howl at it forever, and the upright decree and the spotless name would abide as they are. I cannot, in a publication like this, print a decree covering above thirty pages; nor is it necessary to do so, to refute the legal dicta of a man whose professional opinions are regulated only by his interests and his passions.

You insist too, on going into the facts. Very well again. How do they stand? On the face of a deed executed in 1801, Beall confesses himself indebted to Breckinridge in the sum of £1000, without saying a word as to the character or origin of that indebtedness, and proceeds to mortgage property to secure the payment of that debt. Some years afterwards, to wit, in 1804, Beall, to avoid the

payment of the money filed an answer in Chancery, in which he says he was insane at the particular period when he made the deed. But it turns out that at three periods subsequent to the execution of the mortgage of 1801, and anterior to the answer in Chancery of 1804, Beall had recognized and confirmed that mortgage by three additional and independent deeds of record, made every one of them, at periods of confessed perfect sanity, to wit, the mortgage of 1802 to Breckinridge, the contract with Hunt and Hart of 1803, and the deed of sale and mortgage with the Owingses in 1803; the last two transactions being without the privity of Breckinridge, and as he supposed, not compatible with his interests, on which account he sued Beall to collect his money. Here then, on the merits, is a new, independent and triumphant vindication, notorious and of record for forty years past.

But you must go back into the proof. Well again. How stands the proof? General Robert Breckinridge, who as the agent for the Trustees of Beall's brother in Va., wound up and settled with Beall a large and complicated business involved in a mortgage of older date than ours of 1801, upon the same property in part, found him always a sane and shrewd man of business, before, during and after the year of alleged madness; Robert Scott was the agent of Colonel Morrison who was executor of Col. Nicholas, Beall's partner in the Iron Works, and as such transacted an immense business with Beall for years, before, during and after 1801, and knew him to be a sane man: Col. Morrison himself, did large business with Beall from 1799 to 1803, much of it in 1801, and always found him a sane man; Cuthbut Banks, the friend, host, and agent of Beall in important and confidential transactions, at and about the period of alleged madness, knew him to be sane; Nathaniel Hart, sen., who still lives, and who was one of the witnesses who subscribed and proved the mortgage of 1802 from Beall to Breckinridge, transacted a large business with Beall for years together, covering the disputed year, and found him always in his senses; and other proof just of the same character, and to a still greater extent, taken in the several cases before stated, and conclusive by itself, has been long known to you; proof, every word of which I would rejoice to print if my limits would permit; proof, which not only vindicates "the exalted name and spotless character of John Breckinridge," but goes far to account for there being any proof of our opposite character, by showing, on the part of divers witnesses, or at least conducing to show, that Beall was capable of feigning the imbecility which he afterwards alleged, to avoid the payment of his honest debt.

There is a fatality which seems to attend the vilest offenders, by which a merciful Providence always entraps them into their own conviction. That you should, for any purpose, attack the reputation of a virtuous patriot who had been dead five and thirty years, is bad enough: but that this should be done when you knew you were wrong, when the victim of your malice had been as you admit your benefactor, as you boast your friend: that it should be done to wound his family, and degrade his son, is unnatural and revolting beyond all ordinary wickedness. But that before doing such an act, you should furnish, upon your solemn oath, the amplest proof with which to

confront your own subsequent accusations, is one of those striking interpositions of Divine Providence, which it so shocks you that I should trust and appeal to, and of which our controversy has developed so many. Foreseeing that you would one day utter these horrible falsehoods, God has been mercifully pleased so to ordain it, that you should depose beforehand to truths precisely opposite to them. Read again your accusations against my father, and then read the paper which follows, and if there is left one spot in your soul not callous to all right impulses, ask yourself if there is any epithet of contempt and scorn in our copious speech, which a son of John Breckinridge would not be justified in hurling at you.

The deposition of R. Wickliffe, taken at the Court House of Lexington, Ky., on the 22d day of April 1826, to be read in evidence in a suit in Chancery, depending in the Jefferson Circuit Court, wherein Peter B. Ormsby &c., is plaintiff, and the administrators and heirs of John Breckinridge, deceased &c., are defendants,—who being duly charged and sworn to speak the whole truth, deposeth and saith, *That he knew Walter Beall during the year* 1801, *long before, and afterwards till his death.* That he recollects of hearing Felix Grundy say, in a laughing mode, that Tom Owings had run old Beall, that is, the said Walter, mad, and hearing another man, whom he thinks was a dun, and who had business with Walter Beall to settle, *reflect upon Beall for pretending to be crazy.* This deponent being in Bardstown, passed the door of said Beall, and observed him walking through the house from one door to the other, and after viewing him, came to the conclusion that Beall was in a state of distress. *But had no idea then, nor has he now, that Beall was deranged. This he thinks, was about* 1801. Afterwards, to wit, *some time in* 1803, *he became the lawyer in most or all Beall's business* in Bardstown, and being sent for by Beall, in company with the Honorable Stephen Ormsby, who had, he understood, rendered Beall considerable service in getting him out of his difficulties, as was supposed, with Colonel Owings, to Beall's house in the country, said Beall seemed to be in high spirits, and in the course of the night we spent there, Mr. Ormsby alluded to this affair with Mr. J. Breckinridge. Beall replied that he would fix that, or fix Breckinridge. That Breckinridge had taken the advantage of him by misstating facts to obtain the contract, and went on to state the particulars in which he had been cheated and misled by Mr. Breckinridge, with some minuteness, and seemed to have the most perfect recollection about them. The particulars this deponent cant' now recapitulate, but that he charged Breckinridge with acting in bad faith so circumstantially, that this deponent mentioned it to Mr. Ormsby on their way to town next morning, by remarking that Beall told a bad story on Breckinridge. To which Ormsby replied yes, but damn the old fellow, he wont tell the whole truth about it, the truth is, that Beall intended by the deed to Breckinridge to cover his property, and Breckinridge intends to hold him to it. This, I think, was the substance, if not the words of Judge Ormsby. The conversation made the stronger impression on me at the time, *as it was the first imputation I had ever heard against the purity of Mr. Breckinridge's character.* I afterwards married a relation of Mr. Breckinridge, and at his house he alluded to the subject. He spoke with temper of Beall, so much so, that I did not relate what Mr. Beall had stated in my presence, but that with other circumstances, tends to impress the facts I have first stated, the more strongly upon my mind. I lived in Bardstown when I understood depositions were taken to prove Beall's insanity in relation to the contract with Breckinridge, and remember to have heard his counsel say he had proven him insane. *This deponent can only speak from what he saw, and he has on his mind not a shadow of doubt that he was not insane. That at the time he spoke of the contract at his house, he was as much in his senses as ever he saw him, and appeared to have the most perfect recollection of the facts attending the contract with Breckinridge.*

Question by Complainant's Attorney.—Were you in the habit of seeing Walter Beall frequently in the year 1801? Answer.—I do not recollect whether I saw Mr. Beall frequently or not in 1801. I did not then live in Bardstown, but

attended the District Court in 1801, and sometimes the Quarter Session Court, but at this time, no particular interview in that year is impressed on my mind, except the one referred to. Nor should I be able to state that it was in 1801, but from the fact that it was when I heard he was deranged, which I learn now was in 1801. I was frequently at Bardstown and frequently saw Mr. Beall, but at this time, cannot give dates.

Question by Complainant's Attorney.—Was or was not the conviction you have expressed that Walter Beall was not insane in 1801, founded more upon circumstances which transpired afterwards, than upon actual observation of him in 1801? Answer.—What I have stated is mere opinion, formed *from what I heard said at the time, from seeing him, and from what passed afterwards, after he was released from his contract with Owings, which I learnt he made, which was the cause of his insanity, or apparent insanity.* I had the interview with him I have stated, in which he stated the facts concerning his contract with Mr. Breckinridge. I am not able to state further than I have *the facts on which I formed and have always since entertained the opinion, that Mr. Beall's insanity was assumed, or did not exceed great distress of mind.* I well remember to have heard it said in conversation by some, that he was deranged, and by others, that he only feigned insanity. I wish it also to be understood, that although I knew Mr. Beall well, and frequently saw and conversed with him at various times and places, that I never had much to do with Mr. Beall or his business, until about the year 1803. And further this deponent saith not.

R. Wickliffe.

The foregoing is a true copy of the deposition of R. Wickliffe, which was filed in the suit of Ormsby vs. Beall &c., in the Jefferson Circuit Court on the 26th day of May, 1826. It was certified to have been taken and sworn to before William West, J. P. Fayette County. And on the back of said deposition is a memorandum in the hand writing of G. Duncan, Esq., Def'ts. Att'y., "not read G. Dn."

Attest. Edm'd. P. Pope, C. J. C. C.

Sept. 23, 1842.

Why this frightful deposition was not read on the trial below, must be matter of conjecture, and is not essential here. Not being read there, it did not of course go up to the Appellate Court in the record of our appeal against Ormsby, (the suit is the same, though the title of it given in the Clerk's certificates above, is different;) and not finding it in that record, you were too easily induced to suppose it had perished, and to act as if it had. But what shall we say of a man who in 1826 swears that there never was on his mind a shadow of doubt that Beall was sane in 1801, and that this opinion was formed from what he heard at the time, from what he saw of him then, and from what he knew afterwards; and who, in 1842 swears that the same Beall was indubitably crazy in 1801? Who swears to the former fact, as a fact likely to support the validity of a particular deed, and swears to the latter fact as likely to destroy the validity of the very same deed? Who swears to the former fact as likely to exculpate, and to the latter fact as likely to inculpate the very same man, that man being long dead on both occasions? I repeat, what shall we say of such a man? Or rather, is it not saying every thing, merely to declare that Robert Wickliffe is the man? Why, sir, if your exhaustless iron ore was a mass of diamonds, I would not for it all, incur even the suspicion of such an act.

But the *second* point remains to be noticed. Beall might not have been deranged, and yet he might have been defrauded in the transaction of 1801; and you now declare he was. And although it is worse to defraud a mad man than a sane one, yet it is bad enough

to defraud any body; and this, you say, you believe John Breckinridge did. I will now prove he did not.

That Beall should have confirmed the mortgage of 1801, by no less than three distinct, subsequent, deliberate acts of record during the two following years, reaching up to the very inception of the suit against him on the first mortgage, as I have shown he did, creates a most violent presumption in favor of the fairness of that transaction; and when the characters of the two men, (Beall and my father,) as exhibited by yourself, and as regards the latter as loudly proclaimed by the voice of his own generation and of that which has succeeded it, are considered, that presumption cannot be shaken except by the clearest proof. But there is not a particle of proof even looking in that direction. Beall asserts, and you after him, that the sole consideration of the mortgage of 1801, was the failure of title to 600 acres of land, for which he was not responsible; but if that were true, his inference would not follow, as I will prove, and there is not one syllable of this in the mortgage; and you have, yourself, said, as I have before shown, that you found amongst my father's papers a *contract* upon which this very mortgage was based, which I again say to you, its rightful owners will be glad to get when it has served your purposes. Beall has said, and you after him, that he was the sole paymaster to my father in the purchase of the Iron Works in 1798, and that he paid in part in the aforesaid 600 acres; but the agreement of 1798 for the sale of the Iron Works shows upon its face, that Beall and Nicholas were jointly the purchasers, so that Beall's word contradicts his written act: and the act itself, as well as the mortgage of 1801 contradicts his word, for neither of them connects the other with itself. You swear in your answer and cross bill of 1842, already several times referred to, that "John Breckinridge procured a patent for the 600 acres of land, *and holds the title of it to this day:*" but it is matter of record that this is wholly false, for I have before me the certificate of the Clerk of the Court of Appeals dated May 8th 1805, that a conveyance of this land by John Breckinridge and wife to Walter Beall, was admitted to record in his office on the 12th day of May 1801. Assuming the mortgage of 1801 to be founded on the contract of 1798, Beall attempts to avoid the force of the confirmation of that mortgage of 1801 in the subsequent mortgage of 1802, by saying he had forgotten at the moment the nature of his covenants in and obligations under the contract of 1798, and you repeat all this after him; but the contract of 1798 was not only under his eyes when he made the mortgage of 1802, but it is actually recited in it, appended to it, and recorded with it, as I have abundantly proved before; so that this poor untruth dies merely by the touch. Upon the face of all the transactions therefore, large and complicated as they were, every thing is fair, clear, and consistent.

Let us then go behind the deeds, and standing on the contract of 1798, admit that Beall was sole pay-master to my father for his interest in the Iron Works sold to himself and Nicholas, that the 600 acres was a payment in part for that property, and that the mortgage of 1801 had no other consideration than the re-conveyance to Beall by Breckinridge of these 600 acres. This is the utmost ever asserted by either Beall or yourself; and from these facts, you say the fraud

on Beall is so obvious that if you had once seen the contract of 1798, you would sooner have had your tongue pulled out than aided in enforcing the mortgage of 1801; for, as you say, it is perfectly plain from the contract, that Beall was not to be responsible for the title of the 600 acres. Now, Sir, I am many years from the bar, and rusty in my old profession; but I must say greater nonsense was never uttered by a man calling himself a lawyer. Beall undertook to assign a platt and certificate for a certain piece of land, for a very large consideration, to wit, for a £1000, stipulating, however, that he would not be responsible for the goodness of his title; but surely this did not exonerate him from being responsible that his platt and certificate were for the very land he pretended they were for? But this was precisely what they were not! My father had a patent issued in his own name upon the platt and certificate which had been originally assigned by Samuel Beall to Walter Beall, the latter transferring to my father the responsibility of his brother Samuel to him for the goodness of the title which he would not himself guarantee. The responsibility of Samuel Beall to my father, would have been ample for the goodness of the title, provided there had been any title at all to the land actually sold by Walter Beall; but did that exonerate Walter Beall upon a covenant not to be personally responsible for the goodness of the title, when in fact the platt and certificate did not cover the land he sold, nor come any where near it? So far as the title to the 600 acres is involved, whether that matter entered at all into the question of the mortgage of 1801 or not, these are the literal facts; they are shown to be so by papers now before me, upon many of which are endorsements in your hand-writing, and therefore they are all well known to you. And, what is most extraordinary, amongst other papers there is one in the hand-writing of my father, headed thus, "Observations in my suit vs. W. Beall in the Federal Court, to be decided at his request by Gov'r Greenup and Mr. John Pope, the 25th inst., (May, 1805,) in Lexington," containing in 5 pages, heads of the facts, proof, and argument in regard to the very points now before us: which paper is endorsed in my father's hand, "Obs'vs," below that, in yours, "of Mr. Breckinridge," and lower still, in my own, years ago, "Breckinridge vs. Walter Beall." How the arbitration fell through I have never ascertained; but this paper alone, being fully known to you and being a clear and conclusive exhibition of the fairness and indubitable force of the claim you now pronounce "as iniquitous a claim as the world ever witnessed," proves you to be guilty of suppressing the truth, denying your knowledge of it, and then assailing the dead and the living in flagrant violation of it. That upon this state of fact it was evidence of fraud to seek redress of Walter Beall, and evidence of madness that he should make reparation and look in turn to his brother, is to me new law, new equity, and new morality.

But again; if you will turn to your *Reply* (pp. 43–4) and read over the contract of 1798, you will find it expressly stipulated that if my father when he came to look into the nature of Walter Beall's claim to a much larger and more valuable portion of the property which according to your version Beall as sole pay-master gave him for his interest in the Iron Works, should not like the title which was to be

conveyed from Samuel to Walter Beall, then and in that case, *"the said Breckinridge will cancel the said contract."* Here then is a new turn to the whole business. The right to cancel the contract was, upon a certain contingency, absolutely with my father; and he was the sole judge of the contingency. In 1803 Beall contracted, as I have before shown, with the Owingses (father and son,) to sell 18-48ths of the Iron Works for about $45,000, and this price was in his opinion so low that he relented, and was or pretended to be crazy a second time in order to get off the bargain. Its probable value was about the same in 1801. In this state of case, rather than cancel the contract he might choose to make good a £1000 which, as already shown, he was clearly bound upon every principle to make good to my father, and therefore might not only equitably but most wisely execute the mortgage of 1801. It is, therefore, certain that the relation of the mortgage of 1801 to the contract of 1798 might have been precisely what you now assert it was, and yet the absolute rectitude of the conduct of my father and the perfect equity of his claim under that mortgage be demonstrated even at this distant day from the papers that have escaped the careless and incompetent handling of such administrators as you represent those of my father to have been, and the fearful dangers of a passage through your hands. In good truth, Sir, virtue is immortal. The acts of an upright man carry with them their own enduring vindication. This consoling lesson has been forced upon me in every part of my controversy with you; and from every quarter, and on all occasions, proof shines forth from the midst of every right action which you have distorted and denounced, to vindicate my righteous cause and to cover with confusion my unprincipled and ignoble accuser. We must expect, in a world like this, to be hated by men like you; it is a precious support to goodness to be taught that we need not fear them.

Who, Sir, was this unprincipled miser and base miscreant whose polluted memory you have dragged between your own character and the public scorn, as if by interposing a hideous object to avert a scrutiny which was becoming insupportable? Who was John Breckinridge? I have heard of a man of that name who being left at a very tender age an orphan boy of slender means and delicate constitution, contrived, no one could tell how, in one of the frontier counties of Virginia, to make himself an accurate and elegant scholar by the time of life at which most youths of the best opportunities are beginning to master the outposts of learning. I have heard that he turned this early and unusual school-craft to such account, and mixed his love of learning with a spirit of such unconquerable energy, that with his rifle on his shoulder and his surveying implements in his hands, he scoured the frontiers of his native state, exposed every hour to death by savage warriors, that with the price of his toil and almost of his blood, he might purchase what he valued above the body's life—the means of life to the spirit, that enchanting knowledge for which his heart panted. Old men have told me, and their eyes have filled with tears as they dwelt on the name of the beloved lad, that when he had left his mountain home for the ancient institution of Williamsburg, eagerly bent on knowing what he might, and while yet a minor, his native county appalled him by an order to represent her

interests and honor in the legislative halls of the most renowned of our commonwealths; and I have heard that from that day forward for a period of six and twenty years, he lived continually in the public eye, until in 1806 he was prematurely cut off in the very flower of his manhood, and when the richest fruits of such a life were only beginning to ripen. As an advocate, the mention of his name even in remote connexion with that of Patrick Henry who was still in his meridian splendor when the young back-woods-man met him at the bar, is enough to prove that from the start the goal was in his reach. As a lawyer, learned, great, and full of strength, the man who was the constant rival of George Nicholas and out of all other professional comparison, and who when just turned of forty, and at a period of our history when distinguished merit was an indispensable requisite for high office, became Attorney General of the United States, had name enough. As a politician, the leader of the first democratic Senate that ever met under the present government of the United States, the compeer of Jefferson, Madison and Monroe, and their confidential friend, the author of the Kentucky Resolutions of 1798 which constituted the earliest and the boldest movement of that great era, and which were drawn with such consummate ability that Mr. Jefferson considered it too great an addition to his fame to be reputed their author ever openly to deny it, may justly be called great. As a statesman, the present constitution of Kentucky of which he more than any man was the undoubted author, and which the people of that state after a trial of more than forty years refused to alter; the criminal code of that state, the most humane that exists, and which in its great outlines is the work of his hands; the opposition to Jay's treaty, the securing the exclusive navigation of the Mississippi, the subsequent purchase of Louisiana, and the incalculable influence of these events upon the destinies of this great nation,—ideas which the proof is complete, had their origin in those democratic societies of the West of which he and that farsighted patriot George Nicholas, were the life and soul—place him in the very front rank. Of the private life of this man, I have heard a character still more remarkable. Simple in his manners, grave and lofty in his carriage, self-denied in his personal habits, and a stranger to the common wants and infirmities of man, no efforts were too great, no labours too immense, no vigils too protracted, no dangers too imminent, no difficulties too insurmountable for his great, concentrated, indomitable energies. And yet this firm and earnest spirit, and this vigor almost austere, were tempered by a gentleness towards those he loved, so tender, that the devotion of his friends knew no bounds; and directed by a frankness and generosity towards all men, so striking and absolute, that even those he could not trust, trusted him. If men have told me truth, his was truly a life, from beginning to end, most imposing and illustrious; a character in all respects noble and pure. He was a man whom all noted while he walked amongst them; and when he fell, all men mourned.

Surely, Sir, *this* cannot be the man against whom you have allowed yourself to utter such dreadful things? Why, Sir, I once knew a man called *Robert Wickliffe*, who in a public testimony to *this* John Breckinridge, said that he was "*the most accomplished gentleman*

that I ever knew"—(*p.* 8, *Second Speech of* 1840.) And of the same man, after making a thorough examination, as *he said,* of his private papers, he declared, "*I found his papers in such order as to stamp the mind with a thorough conviction that he was a fair and honest man, for he seemed to have retained the evidence of his whole life and transactions with perfect security*"—(*Idem.*) And this same witness said, that a statement made to him by a person named Beall, insinuating that *this* Mr. Breckinridge had "acted with bad faith" about a certain mortgage, made such an indellible impression on this mind that after more than twenty years it was not effaced, because says he, "*it was the first imputation I had ever heard against the purity of Mr. Breckinridge's character*"—(*See Wickliffe's deposition on a previous page.*) And *that* Robert Wickliffe constantly boasted of his intimacy with *this* John Breckinridge, nay published that the mere hope of vindicating his memory from this very aspersion of this very Beall was enough to induce him to risk his life; and with grateful enthusiasm he declared that his efforts had been successful in vindicating "*the exalted name and spotless character of John Breckinridge;*" and that this "*defence of the memory of a departed friend*" was a sweet consolation of which even the ingratitude of a degenerate son could not rob "*the friend of his father while living, the defender of his fame when dead*"—(*See Second Speech of* 1840, *p.* 11–12.) The strongest personal grounds, too, for such admiration and devotion have been clearly stated by *that* Robert Wickliffe of *this* John Breckinridge. "*I had a debt of gratitude to discharge to your father's family for his kindness to my wife;*" (see letter of August 29, 1832, to me;) that is, his first wife, (for *that* Mr. Wickliffe was twice married,) who was a near kinswoman of *this* John Breckinridge. Again, in regard to his second wife, he says of the same good man, "*He was her best friend and kind benefactor;*" (see letter of June 22, 1832, to my brother William.) And then a more individual claim is stated. "*I had known Mr. Breckinridge long, and in the latter part of his life, our acquaintance had ripened into an intimate and family friendship, and no man living or dead, ever had more of my respect and esteem. I witnessed his last moments, and bore him to his grave, where I mingled my tears with those of his bereaved family and friends. He died in the midst of his usefulness, to the irreparable loss of his family, lamented by his country*"—(See Second Speech of 1840, p. 7.) And still more emphatically the parting charge of the noble spirit as it passed away is recorded, "*I visited him on his death bed, and the few moments I was (alone) with him, convinced me that in the event of his death, he expected my friendship to his family.*"—(See p. 3, Letter of August 29, 1832, to me.)

And are these the same men? Is this the same John Breckinridge who is described as the best and greatest amongst men; and again described as having perpetrated the basest and most detestable offences? And is this the same Robert Wickliffe who gives both the descriptions? Is it so, that one wearing the human form can be such a wretch? What obligations of truth, of honor, of decency—what claims of blood, of friendship, of alliance—what obligations for benefits conferred, and that too upon the nearest and dearest of all—what charges even on a bed of death,—all—all violated, transgressed,

despised, trodden under foot! And for what? To gratify an insatiate avarice, and to indulge a consuming hate because that avarice was frustrated. I, Sir, will not avenge this horrible outrage. But think not that you will escape the anger of God. The memory of just men is precious in his sight, and he does not permit offences like yours to go unpunished. There is a day coming when you must meet that great and insulted shade, and answer before God for this tremendous guilt.

The matters over which we have now passed, I hope to your edification, are scattered in detached sentences and paragraphs over many parts of your large pamphlet, but may be considered as especially discussed in the fifteen pages extending from the 41st to the 56th. The matters next in consequence, are those relating to the transactions between the family of John Breckinridge and that of the late Samuel Meredith the younger, which are also scattered all about your luminous publication, but particularly set forth on the nine pages between the 8th and the 16th; to these transactions let us now proceed.

You will not fail to remember that this painful and protracted family dispute between the husband of my father's only sister and her favorite brother and his widow and children, was introduced by you into your controversy with me, without the least particle of excuse or necessity, except what may be found in wounding the feelings or injuring the reputation of persons who were not even parties to your quarrel with me; for as you perfectly knew, and I have proved in my *Second Defence*, the difficulty arose out of business transactions entered into before I was born, fully consummated before my father's death, and enforced at law by the older members of my family while I was a minor: and therefore in all fairness and in strict truth, I was justly to be held a stranger to the moral quality of the controversy, let that be good or bad. Yet in defiance of truth and in contempt of common decency, you proceeded to charge me, in your *Second Speech* of 1840, with being the main instigator of all the difficulty between the two families; with being your especial client in the whole business, and in that business proving myself an "unfeeling wretch:" with pursuing and harassing my "aged, infirm, and destitute aunt" with suit after suit: and, in general, with manifesting such a character and pursuing such a conduct in the whole business, as your client, that the case "wrung your heart more," than any land case you ever had, "in a practice of more than forty years:" and to cap my villany, I had after this successful course of unfeeling brutality towards my aunt, defrauded the heirs of my father out of the estate I had gained in their name. You will find all this on p. 22, and in other parts of the said Speech. You did not then openly attack the legal validity or even the equity of the claim on which, as you said, I had recovered the estate: and instead of impugning you openly extalled the character of my father on whose acts it was based, and that of my oldest brother Joseph Cabell Breckinridge, by whose agency it was in reality enforced. I therefore contented myself in my *Second Defence* with a brief and general statement of the origin, nature and mode of enforcing our claim; and proved in detail, that I had never been your client in the case at all, except that being a mere

child when the suits were instituted, my name was used as one of the heirs of John Breckinridge; that the whole business was settled while I was still a minor, and while my brother Cabell was alive and the active manager of our business of this kind; that in fact the difficulty was between the heirs of my father and the husband of Mrs. Meredith, and not between her and myself as you most falsely alleged: that, by your own showing, you had never had a business transaction with me of any kind till after my brother's death, that is, till after this controversy was virtually and conclusively settled; that after the recovered estate had been some years in possession of my family, I had purchased it from them at a full price; that my purchase of it was an act of kindness and almost of absolute necessity towards several of my co-heirs, and very far from appearing at the time to be in accordance with my pecuniary interests; and that the greater part of these facts was well known to you and the rest within your reach when you printed your abominable falsehoods: for all which, clearly set forth and conclusively proved, I refer you to pp. 19–24 of that Defence. In your *Reply*, you do not produce a particle of proof that even tends to shake a single one of these propositions; but you abuse me more virulently than ever, applying to me the most infamous epithets through many pages: misrepresent, as usual, your own conduct and that of every other person connected with the business, from beginning to end; denounce our claim as being not only unjust, but fraudulent and iniquitous; implicate the memory of my father in the origin of this claim, and attack the character of my whole family for having enforced it; and, as in the case of Beall, print parts of the pleading and testimony to fortify your calumnies with a color of proof, and blind the unwary who may not know that all those matters had been carefully examined twenty years ago by the courts of justice and decided for us, and that within your own knowledge and in part by your own procurement. All this you will find on pp. 8–16, and p. 63–4, and in various other parts of your *Reply*. I shall now proceed to do what was unnecessary when I treated this affair before, and fill up what was then omitted of the history of a transaction, which in all its parts is in the highest degree honorable to every member of my family who ever had any connexion with it, and infinitely disgraceful to you. In doing this, I shall feel myself obliged to speak with a freedom which I would willingly have avoided if the recent conduct of some of the representatives of Mr. Meredith had permitted me to do so.

John Breckinridge was, as you have once said, a remarkably exact as well as a punctiliously just man. Moral as well as physical qualities are sometimes heriditary; and perhaps you will at last discover that this ancient benefactor of your family, transmitted one at least of his ruling qualities. It is somewhat remarkable that at the end of more than half a century, I should be able to point out exactly how this disputed claim originated, in an act of kindness performed by my honored father for an unworthy kinsman: and to trace it downwards in acts of the same kindness on the one part, met by constant unworthiness on the other, even to the publication of your infamous *Reply*. Let us begin at the beginning.

Know all men by these presents, that I am held and firmly bound unto Anthony Winston of Buckingham County, (in) the sum of one hundred and sixty-three pounds specie. To be paid the twenty-fifth December next, for value received. Signed and sealed the 19th April 1786. SAM'L MEREDITH, Jr.

Test, NIXON PALMER.

This bond is in the hand-writing of the individual signing it. I find it enveloped in a receipt signed "*Antho Winston,*" dated "Nov. 11th, 1789," and attested by "Cary Drew;" in which Winston, (who was a near relative, as I believe, of Meredith,) acknowledges that John Breckinridge had paid him £52, 4, 0, in full consideration of a contract entered into between them on the 16th of the previous month. At the bottom of this receipt are these words, "This money I paid Winston for his Bond vs. S. Meredith, jun., in suit in Amherst Cy. J. B'dge." On the back of the bond of Meredith is the following memorandum, which like the last foregoing one is in the handwriting of my father.

This note was for gameing; and was put in suit in Amherst Court. While the suit was depending, I bought the debt from Winston for between fifty and sixty pounds, and got an order from him for this note.—Shortly after, I purchased 600 acres of land on Elkhorn, from Col. Meredith for £360. This note and some fees Col. Meredith owed me, were reckoned at £60; and for the balance, to wit, £300, I gave my bond to Col. Meredith. This memo. is now made, that no improper use may ever be made of this paper. J. BRECKINRIDGE. 1790.

Col. Meredith had a military survey for 2000 acres, but which held out nearly to 2500, made on the 11th day of July 1774 lying on North Elkhorn creek, in what is now the County of Fayette and Commonwealth of Ky. It was supposed that 600 acres of this land lay on the north side of the creek: and these, purchased as above explained, were conveyed by deed from Col. Meredith and wife to John Breckinridge on the 3d of March 1790. To this deed Samuel Meredith, jun. and his wife Elizabeth Meredith (the sister of John Breckinridge) were, with several others, subscribing witnesses; and by their oaths and that of Philip Roots, the deed was proved at the July term of the Fayette County Court for the year 1790, and thereupon ordered to record, as the attestation of Levi Todd, the clerk, proves. It is very probable that this connexion of Samuel Meredith, jun. and his wife with this original deed, may have been the ground of the strong impression which seems to have rested on her mind that her husband's father and not her husband was the person responsible to her brother; an impression, as it will be immediately seen, entirely erroneous, and known always to her husband to be so; but which being naturally implanted in her mind by so much of the case as she appears to have been originally privy to, led her to judge erroneously of it in all its subsequent stages. This office, as you know, was afterwards burnt, with its contents: but this deed, belonging to a man who attended to his business, had been withdrawn: and it with the certificate of Levi Todd annexed, was again produced to the clerk on the 17th of June 1815, and again recorded, as the attestation of Thomas D. Young, their clerk, shows. There was a doubt whether so much as 600 acres of land actually lay on the north side of Elkhorn, as indeed it turned out there did not; and the north

line of the survey being a disputed line, it was still more uncertain how many acres of land Col. Meredith might actually own on that side of the creek. On which account Samuel Meredith, sen. and Samuel Meredith, jun., both executed an obligation dated three days after the deed, and reciting all the facts, in which they bind themselves to make good to John Breckinridge from adjoining land on the south side of the creek, any deficiency that might exist on the north side. The reason why Samuel Meredith, jun. joined his father in this obligation, is stated on its face to be, that his father had, the day before, conveyed to him by deed all the 2000 acres except what had been conveyed on the 3d instant to John Breckinridge, to wit, except 600 acres. This obligation is witnessed by the aforenamed Philip Roots only, and was delivered by John Breckinridge to Samuel Meredith, jun., in 1797, when the matter was adjusted between them, as will be presently explained, and was filed by said Meredith as an exhibit along with his bill in chancery against my father's heirs in June 1816, from a complete record of which case, made in November 1819, by Thomas Bodley C. F. C. C., when the case went to the Court of Appeals, I draw the most of these facts.

In the spring of the year 1793 John Breckinridge emigrated to Kentucky, and having purchased a considerable portion of Dandridge's military survey, adjoining that of Meredith, settled upon it. He found, doubtless to his great surprise, that Samuel Meredith, jun., his brother-in-law, had, several years before, sold a large part of the land purchased from his father; and also, though not perhaps unexpectedly, that there was a deficiency of quantity on the north side of the creek. The period of the sale by Samuel Meredith, jun., is cleary identified. I have before me a survey made by N. Massie, of the part sold to one John McKibben, dated August 5th, 1789; and this being sold by McKibben to old Col. Clark, and the title being ascertained never to have been in the younger Meredith, Clark was about to proceed at law, when by the intervention of my father, in whom the title was, an arbitration between Meredith and Clark was agreed on. I have before me the original statement of Meredith, in his own hand writing, laid before the arbitrators, dated August 13, 1797, in which he says that he sold the land to McKibben in 1789, admits he had knowledge of the deed of 1790 to his brother-in-law, as being a subscribing witness he could not fail to have, and attempts to excuse his extraordinary conduct in selling land for which he had no title and then becoming a subscribing witness to a deed conveying the very same land from his own father to his wife's brother, by saying that he had before that a verbal promise from his father to give him all the land, and that he thought there would be 600 acres on the north side after taking out what he had sold, and avers that he has "*procured from Mr. Breckinridge his right to all the land that interferes with the sale I made to McKibben.*" It is difficult to be exact in regard to the conduct of men who essentially vary their statements at different times. Thus, S. Meredith, jun., states expressly in the paper above quoted from, "*at the time I made the sale to McKibben, I had no deed myself from my father;*" and this sale as he admits, was in 1789, and as is shown was about the 5th of August of that year. In the same paper he says, "Mr.

Breckinridge's deed from my father, which *was older than mine*, swept the whole of the land I sold to McKibben:" but that deed was dated, as I have shown, on the 3d of March 1790. In his bond to my father dated Sept. 6, 1797, he states that his father's deed to him was dated on the 5th of March 1790, the third day after the date of the deed to my father. And in the joint bond of himself and his father of March 6th, 1790, he and his father both recite that the deed of the latter to him, was dated the day before. But in his bill in Chancery against us, filed in 1816, he alleges that his original deed from his father for the whole 2000 acres was dated March 5th 1789, before his sale to McKibben and before his father's deed to my father: and in March, 1817, swears to this and other facts in order to implicate my father and to get relief in Chancery. So also as to the actual amount he sold to McKibben, there is some mystery; it is first stated at 300 acres, for which it appears Col. Clark contended up to 1797, and which explains the amount stated in the letters of 1794 of my father to Col. Meredith; but the arbitrators settled the amount at 221 acres, in their award. That award, dated August 14. 1797, was filed by Meredith as an exhibit in his Chancery suit against us in 1816: and the essential feature of it is that if John Breckenridge would convey the land by deed with general warranty to Clark, the latter should not proceed against Meredith. Here then, another act of mere kindness becomes necessary on the part of John Breckinridge, to save his reckless brother-in-law from the consequences of his own folly: an act the more important when it is considered that if he had refused to convey the title to Clark, the measure of damages in Clark's recovery against Samuel Meredith jun., would have been the improved value of the estate: and in a forest country, at a period when wood land was worth little in comparison with houses, cleared land and labor, it is easy to understand that the sacrifice required was very far from nominal, and the obligation conferred equal to the saving of Meredith from, perhaps, total ruin. Yet that act of kindness was the basis of all Meredith's subsequent injustice, and all your abuse in regard to the subject. John Breckinridge conveyed to Clark according to the award, reciting the facts on the face of the deed, and took from Samuel Meredith, jun. a bond to convey to him as much land of equal quality an equal distance from Lexington, as should make up the amount thus conveyed, and also the amount of the ascertained deficit. The amount released was 221 acres, for which Samuel Meredith, jun., would be alone responsible, there being no pretext why his father should be bound for it, except parental kindness. The ascertained deficiency was 134 acres, the land originally purchased by John Breckinridge holding out to 466 acres only, instead of 600; for this Samuel Meredith, sen., was responsible under his deed of March 3d, 1790: and both he and his son were responsible under their contract of March 6, 1790, both of which I have before set forth: and as the younger Meredith had received the balance of the estate by gift with this liability in his eye, and was therefore doubly bound both in law to his brother-in-law, and in conscience to his father, to make it good, it was the simplest and most just of all possible acts that he should be held to his responsibility. Moreover, this respons-

ibility was by the joint contract of March 6, 1790 of the two Merediths specifically to indemnify John Breckinridge for any deficit, with adjacent lands of the same military survey. That John Breckinridge should therefore take from the younger Meredith the bond conditioned to convey to him 355 acres, being the joint amount of the 221 acres released and the 134 deficient, without estimating the improved value of the estate conveyed to Clark, was not only most just, but most generous; and none but a fool or a knave could understand the transaction and come to any other conclusion. To insure the execution of this bond by Samuel Meredith, jun., John Breckinridge took from him a mortgage on 355 acres of land adjacent to that originally purchased by him and part of the same survey, conditioned to be void on the complete execution of the bond within five years from its date. The bond and mortgage were both executed on the 6th day of Sept. 1797, (less than a month after the award between Clark and Meredith:) and were both recorded in the Fayette office on the 17th June 1815, at the request of Cabell Breckinridge, as the clerk attests. In the bond of Sept. 6th, 1797, Samuel Meredith, jun., acknowledges that the bond of March 6th, 1790 of himself and his father to make good the deficit, was delivered to him by John Breckinridge, so that he possessed the means of obtaining remuneration from his father, if indeed he had not been paid in advance for this risk in the conveyance to him of about 2000 acres of land, equal to any in the world; in reality the only risk he ever took being simply this, whether the noble gift from his generous father should be less or more by the amount of a possible error, which turned out to be 134 acres; his responsibility for the remaining 221 acres being the result of his own folly and bad faith. In all this business, which is most clear and most positively certain in every part, by acts, deeds, and recorded confessions, it is impossible for any candid person to doubt that the conduct of all the parties, except Samuel Meredith, jun., was precisely such as became upright men. That you, sir, should select the only wrong-doer in a series of extended acts, and fasten your tender sympathies upon him, and traduce the dead and insult the living to win sympathy for him, under the painful and calamitous necessity laid on him to do something approaching to justice, is, I will admit, most natural and perfectly in character.

So far as the intention of my father can be gathered from his deliberate acts, it was his fixed purpose to hold this property, the title to which, both in law and equity, as well the clear and perfect obligation resting on his brother-in-law to make it good to him, I have now so plainly established. But those acts are backed by ample and unquestionable proof, showing in a manner past all doubt, what his views and intentions were. There are letters in existence from him to both the Merediths, father and son, which put the matter to rest. Some of these letters are spread out on the records of the Courts of Justice, others are in private hands, copies of others are amongst his papers, and have been examined by you, years ago. I will give extracts from three only, the first a copy now in my possession, the other two filed by Samuel Meredith, jun., in his Chancery suit

against us; of these, the two first are directed to the elder, and the third to the younger Samuel Meredith.

I shall acquiesce in the sale he (S. M. jun.) has made of my lands, but I shall consider you both liable for their value at the time I receive restitution. (Extract Letter of March 23, 1794, J. B. to S. M. sen.)

In my letter of March last, I informed you that Mr. Meredith had sold the better half of the 600 acre tract I bought of you: and I then informed you I would acquiesce in the sale, provided you would make me restitution for the full value of my land sold, at the time restitution is made. The purchaser from Mr. Meredith threatens him with a suit to recover damages for selling this land without having any title to it, and now only suspends it on my promise to convey to him, upon condition I am made safe by you; and I never shall convey, be the consequences what they may, until that takes place. * * * * It was a transgression of every rule of propriety, for Mr. Meredith to dispose of this land after it had been sold and conveyed to me, by a deed to which he was a subscribing witness. (Extract, Letter of J. B. to S. M. sen., dated 17th July, 1794, filed by S. M. jun., in 1819.)

I was not a little surprised to see your advertisement in Stewart's paper, for the sale of your land. * * * You will remember I have your father's deed for the conveyance of 600 acres of land on the north end of his military survey, to which deed you are a subscribing witness. You will also remember that when the deed was given, it was uncertain whether there was that much land on that side of the creek; and that your father and yourself gave me your bond in case there was not that quantity, to convey to me the balance adjoining. Inclosed is a copy of that bond. You will also recollect that you have sold all the land in my deed except 245 acres, and that your tract of land stands charged and incumbered by your bond for 355 acres. Before this tract of land of yours shall ever be sold, I will have 355 acres laid off up and down the creek, on the side adjoining the land conveyed to me by your father. (Extract, Letter of J. B. to S. M. jun., filed by the latter in 1816, said to be dated 7th August, 1796.)

I leave it to you sir, to discover in these extracts, any purpose of abandoning this claim on the part of John Breckinridge; any evidence that he did not consider it both perfect and valuable; any intimation that he did not hold his brother-in-law bound for it; any room for conjecture that it was satisfied, or fictitious, or only held fraudulently for the benefit of the family of Samuel Meredith, jun. All these allegations have been made, and the most of them sworn to, and are now endorsed by you as true, however contradictory in themselves, however inconsistent with the character of my father, and however disreputable to those by whom, and for whose benefit such allegations are set up.

Nor is this all. On the 4th day of December 1818, the deposition of Robert C. Harrison, the brother-in-law of John Breckinridge, and after his death one of his Administrators, was taken to rebut the allegations in Meredith's bills in Chancery that there was an implied trust on the part of John Breckinridge to hold this land for the benefit of his sister, the wife of Meredith; a fact which you now say is indisputable, which you publish the deposition of General James Breckinridge to prove, (p. 13–14 *Reply,)* though it proves no such thing, and which you say was so manifestly true, that although the bill in Chancery of Samuel Meredith and Wife, which you publish, p. 10–12, "was filed in the year 1821, and remained on the docket till 1826, not one of the Breckinridge family—no, not the reverend gentleman himself, daring to venture an answer denying its truth, *under oath.*" (p. 14.) I shall speak both of this bill and deposition pre-

sently; just now the point is that this parol trust on the part of John Breckinridge was never denied on oath, by *"one of the Breckinridge family."* The first extract printed below is from the deposition of Mr. Harrison, the only deposition I find mentioned in the record except that of General James Breckinridge; from which I infer, as well as from your general conduct, that what you say (p. 14) about one of General Robert Breckinridge which "has by some means, disappeared," is one of your usual embellishments. The second extract is from the answer of John Breckinridge's heirs, which is signed "Wickliffe and Breckinridge," and was "sworn to in open court, the 29th September, 1818, by J. Cabell Breckinridge." The third extract is from the answer of Mary H. Breckinridge, widow of John Breckinridge, sworn to before Wm. Boon, J. P. on the 16th January 1819, and filed the 18th of the same month.

Deposition of Robert C. Harrison.—"This deponent being first duly sworn, deposeth and saith, That after the return of Mr. John Breckinridge to Virginia, where he then resided, from a visit to Kentucky sometime subsequent to the fall of 1788, he, the said Mr. Breckinridge, in a conversation with him, told me that he had purchased of Col Samuel Meredith 600 acres of his Military tract of land, lying on North Elkhorn, state of Ky. In the fall of 1795 I visited Mr. Breckinridge at his seat in Ky., and was then informed for the first time, that on the arrival of him in the spring of 1793, he found that S. Meredith, jr., had disposed of the whole of the 600 acres which he, Mr. Breckinridge, had purchased of Col. Meredith, except the part of the tract possessed by Preston Breckinridge. In the spring of 1800 I again visited Ky., and was about to purchase of Dr. W. Warfield, a part of his tract, also of, I believe, a Mr. McMurdie, adjoining the same, his tract of land. There being no spring on either of these tracts, I was about to purchase of Samuel Meredith. jr., 100 acres of land adjoining the latter tract, on which there was an excellent spring, which as well as I recollect, lay on or near the Henrys' Mill road. Mr. John Breckinridge being informed of my intention, took me into his office at his dwelling house and observed to me that he considered it his duty to acquaint me with the situation of the land I was about to purchase of Mr. Meredith. After a conversation on the subject, in which he observed that he had a mortgage on this 100 acres together with as much more as would make up the deficiency of the 600 acres which he had bought of Col. S. Meredith, and which had been disposed of by his son Samuel, Mr. Breckinridge then took from a bundle of papers the right which he held on the land, and submitted it for my inspection." (☞This has been already fully described, and therefore need not be described again in the words of the witness.) * * * Being questioned by Defendant, Witness said Mr. Breckinridge was desirous that he should settle in his neighborhood. Being questioned by Mr. Meredith, witness said, "Mr. Breckinridge observed to me at the same time, that he had communicated with Mr. Meredith on the subject and had informed him that he would release the 100 acres of land for which I was in treaty, if Mr. Meredith would give him a mortgage on another 100 acres adjoining the other part on which he had a mortgage, and as well as I recollect, he informed me that Mr. Meredith refused."

Extracts from the Answer of John Breckinridge's heirs.—After setting out at large, the nature of our claim and denying the facts on which a pretended equity is set up to defeat it, the answer, sworn to as above stated, proceeds thus; "In answer to the allegation which is rather insinuated than charged, that the said deed of mortgage was designed to secure a home to the wife of the complainant and sister of the ancestor of these respondents, they say that if the complainant means that John Breckinridge was capable of colluding with him for the purpose of clandestinely and illegally incumbering his property for sinister purposes or domestic convenience, the charge is scandalous and untrue. If he intends to imply that his brother-in law designed bestowing 355 acres of first rate land as a gratuity upon his family, it is impossible for them, in the absence of every vestige

of proof, and against the evidence of the writings to admit such implication, either from a consideration of his duties to a large and increasing family, or of the claims of connexions not only independent but wealthy. If however he is to be understood as admitting their ancestor had no confidence either in his industry or discretion, that he looked with regret on his management of his affairs, and was not exempt from fears for the future situation of his family, these respondents will not contradict his charge, and are free to declare their entire belief that if misfortune had rendered it necessary, their ancestor would have extended to his sister every act of affection and generosity which his own nature was so prone to prompt, and which her virtues so well deserved. She never would have wanted a home. while he could have conferred one; and in the event of such want, that spot would have been selected which was nearest to his own residence. In such an event he might have made the land in question the place of her abode; but it is expressly denied that he ever intended to divest himself of the claim which he had to it, or to prevent it from descending with his other property to his children. Having secured his right, in the spirit of indulgence he permitted the complainant to continue in the enjoyment of the rents and profits of the estate. He died in the extension of this indulgence. Even after his death his heirs did not assert their claim for many years, until they were admonished to do so by the approach of a period, after which the very duration of indulgence would bar their claim. It is true that the complainant has held their property for a long time; but they cannot agree that therefore he ought to hold it forever."

Extract from the Answer of Mary H. Breckinridge, sworn to above set forth.—After stating that she had read and examined the complainant's original and amended bills, and the answer of her own children to them, which answer she adopts as her own, this respondent adds that, "She additionally states that she has frequently heard her husband, during his life, speak of the land now in controversy. She is thoroughly convinced from his uniform expressions when discoursing on that subject, that he never did meditate such a gift. She is fully advised of his determination to hold the land as well from his acts and from his declarations. He not only *claimed* it as his own, but prevented Mr. Meredith from selling it," (☞Here reference is made the two attempts to sell, described already in the letter of J. B. to S. M. jr, of August 7th, 1796, and in the Deposition of Mr. Harrison.) * * * "She regrets that in being compelled by complainant to answer his bill, she is obliged to touch upon topics in themselves delicate, and of unpleasant recollection. She states however, that her husband, about the time he took his family to Va,, in the autumn of 1796, and for some time afterwards, was fearful that Mr. Meredith would squander his property and reduce his family to want, and that he was otherwise dissatisfied with the conduct of his brother-in-law, Mr. Meredith. That he often spoke of the situation and prospects of his sister with great feeling and affection, that he anticipated the time when she might need his protection, and always said that in such an event he would place her on the land in question, where she might raise her family, observing that if the worst come to the worst, it would be a home for her as long as she lived. Such intentions and such expressions of them escaped him on many occasions when in conversation with her. But never did he say or lead her to infer that he intended in any manner whatever to divest himself of the title to the said land or deprive his children of its inheritance. She cannot believe, therefore, that he had any such design."

Nothing can be more manifest than that this parol trust was a mere figment of the brain of Samuel Meredith, without one particle of truth to sustain it. I have already explained how his excellent wife might have been originally deluded into such an idea; and her whole conduct from the moment of his death, clearly proved that it was his act and not hers that originated this scandalous and unfounded allegation. The bill in Chancery of 1821 which you publish at large, merely puts the legal aspect of the case differently, without varying at all the facts previously alleged; that is, as in the previous suit, this allegation of a parol trust was relied on to raise an equity in

Samuel Meredith, the same allegation in 1821 was relied on to raise that equity in his wife. What had been previously sworn to and proved, would have been sworn to and proved again if the second suit had ever been prosecuted, as I will show it never was; and it is a mere falsehood, as I have now shown, that "no member of the Breckinridge family" ever dared to meet this allegation under oath; yea it is a falsehood deliberately uttered by you, since being our lawyer, you could not fail to have known what the family proved and what they swore to. And the deposition of Gen. James Breckinridge fairly weighed contains no more than the answer of my mother and that of the heirs of my father admitted, viz: the purpose of my father to provide for his sister, when it became necessary; or if it be considered as containing more it is proved by the whole remaining testimony to be that far erroneous: all which was perfectly well known to you, and therefore this attempt to injure us all can be set down to nothing else than deliberate malice acting through deliberate falsehood.

We have, however, overrun our case. From 1797, when the matter was finally adjusted by my father, nothing decisive appears to have been done for many years towards enforcing the possession of the land purchased as far back as 1790. This delay has been already explained in part. It is still farther accounted for by remembering that Samuel Meredith, jr., had five years from September 1797, that is, till the autumn of 1802, to comply with the conditions of his bond; that our father died in December 1806, leaving all his children minors, and the oldest married to a man whom you have pronounced incompetent, from his vices, to attend to our affairs; and that this business was of a nature not falling under the control of administrators. Our oldest brother attained his majority about three or four years after the death of our father, and when he became of full age, was still at Princeton, N. J., prosecuting his studies. About the period of his return to the west, the last war broke out, and he—avoiding the prudent example you set him of making money with all your might while the whole chivalry of the west was struggling with the savages and the British on a naked and almost boundless frontier—entered the military service of his country. In 1812 and 1813 the Legislature of Ky. passed those two private bills for the benefit of the estate of my father which you have so grossly mis-stated; and in the year 1814, Cabell Breckinridge undertook that Trustee-ship under them, which he discharged so much to our advantage till his death, in 1823. When he began in earnest to look into the extended claims of the estate, he found this one on his uncle Samuel Meredith. The first open assertion of our claim that I have been able to ascertain after my father's death, was by Leonard Young, then a justice of the peace, who from the bench of the County Court in November 1812, when Mr. Meredith desired to have a saw mill established upon a part of this land, rebuked him and declared that the land belonged to the orphan children of John Breckinridge. You will find this remarkable scene hinted at in the answer of Peter Conoway to the bill of Wm. S. Dallam, in the Fayette C. C., sworn to in March, 1821. And here, Sir, you will excuse me for the apparent reproach upon your character, in recording my profound sense of the virtues

of a man who bore in his bosom one of truest, bravest, and noblest hearts that ever man had; a man in humble life and always of obscure condition, who had received some casual and forgotten kindness from my father, and had conceived the deepest admiration for his character, and who from the moment his friendship was needed till he finished his own career of retired but exalted excellence, was every thing to us that his power enabled him to be. No descendant of John Breckinridge could take a shorter way to infamy than by forgetting the friendship of Leonard Young, except perhaps it might be by being polluted with that of Robert Wickliffe.—When my brother Cabell recalled the attention of Mr. Meredith to a claim which he had been so long permitted to evade, but whose justice he never before that presumed to question, as far as even until this day I am able to discover, he was met by a threat of instant death, against all who should presume to enforce it. And this spirit of outrage broke forth at every stage of the proceedings, even up to the year 1824, when he or some one for him, caused a line of fence enclosing nearly one entire side of my plantation to be torn down in mere spite in a single night; of which exploit his daughter, Mrs. Coleman, has been induced to give you the strangely incorrect account printed on the 16th p. of your *Reply*, and the true version of which you will be able to get by applying to Mr. Johnson Hailey of Fayette, who was the manager of Mr. Meredith at the time, and who, as he has told me, much against his will and by express orders, led the forces that tore down my fences the over night; which, as in duty bound, I forced them to put back in open day, and that was the sum total of my offence in the premises. This Samuel Meredith, amongst his other eminent qualities, as you may remember when it suits you, was a man of habitually reckless temper and violent conduct: by temperament and practice a lawless man. Amongst the earliest recollections of my life, are some of his brawls at musters, and if it suited him, at meeting too; and the array of muskets, pistols, cutlasses, spontoons, bayonets on the ends of poles, armed slaves and vagabond hangers on, such as Moon, O'Neal, Paxton, Timpey, Perkins, and the like, by whose help he braved society and often defied the laws. He found, however, that the calm and firm spirit that had been always a check upon him, did not expire with his brother-in-law; and at length proceedings were instituted against him in accordance with the detailed advice of the late Judge Trimble of the Supreme Court of the United States, contained in the following paper, which I submit to you without further remark than this, that the whole issued precisely as he said it must.

I have examined the deed from Samuel Meredith, sen. to John Breckinridge for 600 acres of land, and the bond and mortgage from Samuel Meredith, jun. to Mr. Breckinridge, and I am of opinion,

1st, That the deed of mortgage vests the legal title of the mortgaged premises in the mortgagee and his heirs: and that an Ejectment may be maintained upon it in the names of Mr. Breckinridge's heirs against Mr. Meredith or his tenants in possession.

2dly, That Mr. Meredith's only mode of obtaining relief against the judgment in Ejectment would be by exhibiting a bill in equity praying that he might be permitted to redeem the mortgage; and, in my opinion, a Court of Chancery would decree a redemption only on the terms of his conveying the three hundred and

fifty-five acres of land "according to the conditions of his bond, and the true intent and meaning of the mortgage."

Upon this view of the subject I would advise Mr. Breckinridge's heirs, (as the most practicable mode of bringing the matter to a favorable close) to bring an Ejectment against Mr. Meredith if in actual possession, or if not, against his tenants in possession. By that course they will compel him to become complainant in equity in a bill for redemption. In that attitude he would be required to do equity, before relief would be extended to him; and as the express intention of the mortgage was to secure the conveyance of the 355 acres of land, the making of such conveyance would be made the condition precedent of the redemption. If he should refuse or be unable to convey the 355 acres, his bill would of course be dismissed by the decree of the Chancellor; and by that means the title of Mr. Breckinridge's heirs to the mortgaged estate would become indefeasable forever.

May 2d, 1814. ROBT. TRIMBLE.

On the 20th of June 1814, about a month and a half after the date of this opinion, a declaration in ejectment in the name of John Breckinridge's heirs vs. Samuel Meredith, was filed in the Fayette C. C. It was served on the 23d; judgment for plaintiff, March term, 1817, and enjoined in chancery at the suit of Samuel Meredith; and in August 1819, injunction dissolved and decree in our favor, and an appeal by Meredith. On the 14th of December 1820, the Court of Appeals rendered the following brief, comprehensive, and final decree for us.

The court being now sufficiently advised of and concerning the premises, delivered the following opinion, to wit,

In this case we have carefully examined the record, and find no error existing in the decree, and no errors being assigned and we deeming it a case in which if assigned they must be unavailing, do affirm the case.

It is therefore decreed and ordered that the decree aforesaid be affirmed. Which is ordered to be certified to the said Circuit Court.

A copy. Test. A. W. WALLER, D. C. for ACHILLES SNEED, C. C. A.

On the 1st of March 1821, a writ of possession issued on the judgment of Breckinridge's heirs, which the sheriff executed the same day by delivering ten tenements to David Castleman, Esq., one of the said heirs. This final act was resisted by Mr. Meredith, (as I have been informed by those who were present,) with an armed posse of slaves and retainers up to the verge of the shedding of blood. It occurred while I was absent from Ky., and before I had attained my majority; and like every other part of the business, conclusively proves your baseness in representing yourself as emphatically *my* lawyer, and *me* as especially your employer, and the recovery as *my* recovery, when the whole affair was a transaction of the heirs of John Breckinridge, I being one out of seven and amongst the youngest of them, and in point of fact, ignorant of the particular steps as they were from time to time taken in the business. On this 1st of March, 1821, the matter, as to the validity of our claim, was finally and irrecoverably settled, and the title of John Breckinridge's heirs to the estate, having been adjudged good in law by a recovery in ejectment, having been decreed complete in equity by a decree in chancery, having been affirmed as clear and perfect by the Court of Appeals, became as Judge Trimble expressed it seven years before, and by the very process indicated by him, "*indefeasable forever.*"

From the autumn of 1802, when the five years limited in Mr. Meredith's bond of 1797 expired, and when the title to the 355 acres embraced in his mortgage became absolute, to March 1821, a period of eighteen years and a half, he had enjoyed the rents and issues of this estate, and had by his sale to McKibben also enjoyed the greater part of the price paid for it by our father in 1790, from that time, that is to say for thirty-one years. These rents and issues could not be estimated at much, if any thing less, than the value of the estate itself; for in that country very few estates under full cultivation have been worth less than twenty years' purchase; and this was independent of waste, which had been immense, as the mere fact of there being ten tenements on such a property must show. That such a claim was perfectly righteous, it is scarcely worth while to argue; that nothing existed in the manner in which the demand for the estate itself had been resisted to induce the claimants to waive this, is obvious from the narrative I have given: and that, in the temper of all the parties at that period, it would be probably enforced, was surely to be expected. On the 20th of November 1821, *Breckinridge's heirs*, not I specially as you have falsely said, commenced a suit against Samuel Meredith, not against his wife, as you have repeatedly asserted, for back rents, &c. You have over and over again said that I had applied to you to bring this suit, and that you had refused; I have once and again defied you to produce a particle of proof to support this sheer fabrication: and I have shown that the notorious facts of the case raised a most violent presumption that your statements were untrue. For I was then barely of full age; from 1816 to the period of bringing this suit. I was almost constantly a non-resident of Kentucky; there were four adult heirs older, some of them by many years, than myself, all of whom had before had some part personally in these controversies, whereas I never had; the trustee of the estate who had directed them all, was then and for two years afterwards not only living, but actively engaged in managing all our business, and by him, and not by me, was Mr. Chinn employed to bring this suit; I have proved by yourself that you never transacted any business with me, and scarcely knew me till the year 1824—(see page 21. *Second Defence:)* and to crown all, instead of bringing, I desired that this suit might be compromised, and did finally compromise it as soon as it was possible after I had power to do so; not because I ever doubted its justice, but because I thought the peace of the two families was more to be desired than any thing we might gain by prosecuting the claim, and that this was impossible while the litigation continued; and after the death of Mr. Meredith, in 1825, there seemed to me no longer any insuperable barrier to this desirable peace. and in 1826 the final arrangement was effected. If you, Sir, succeed in alienating the families once more, it will be an achievment worthy of you. and no doubt most gratifying to your benignant heart; and in the possible occurrence of such an event, it gives me the greatest satisfaction to reflect, that I have, through a series of years, done all to prevent it which seemed to me to be dictated by a spirit of moderation and forbearance. In your benevolent attempts to bring about this result, you attack the final compromise more virulently even than the proceedings which it terminated, and abuse me and

the whole "Breckinridge family," more rancorously here than in any other part of the business. This is the final scene of a transaction extending from 1790 to 1826:—let us briefly examine it.

As I have shown on a previous page, the Court of Appeals of Ky. rendered a decree on the 14th of December 1820, by which the decree of the Fayette Circuit Court dissolving the injunction in chancery at the suit of Samuel Meredith, and decreeing in favor of Breckinridge's heirs, was affirmed in all its parts. I have also shown that the writ of possession on the judgment in ejectment issued on the 1st of March 1821. Between these two events, to wit, on the 28th of February 1821, Samuel Meredith and Eliza, his wife, filed a bill in chancery in the Fayette C. C., praying anew for an injunction to stay the proceedings of Breckinridge's heirs upon their judgment at law, already affirmed in chancery and sustained by the Court of Appeals. This bill, which you print on p. 10–12 of your *Reply*, was sworn to by Mrs. Meredith, and sets forth in substance the same facts alleged and sworn to by Samuel Meredith some years before, in the previous suit in chancery; the main difference between this and the previous case being, as I have already explained, that in the former suit Mr. Meredith alleged the facts, and upon them raised a parol trust in John Breckinridge, and an equity in himself; whereas in this the facts are alleged by Mr. and Mrs. Meredith, and the parol trust is alleged to be for her benefit and the equity therefore to be in her. This is the only part of the whole proceedings at law or in chancery, in which Mrs. Meredith ever personally appeared as a party. The bill is thus endorsed by the clerk, "*Filed February 28th* 1821, *motion for injunction overruled.*" With the papers are filed two summons only; one is dated April 10, 1823, above two years after the bill was filed and the injunction refused, *and it never left the office.* The other is dated June 30th, 1826, and is endorsed on the back, at one end thus, "Not executed, by order of Plaintiff." and on the other end thus, "Executed on R. J. Breckinridge, 10th July, 1826, on Castleman the 18th July 1826. Not time to execute on the others." But according to your own testimony (page 14, Reply,) the written compromise by which Mrs. Meredith agreed to dismiss this suit and to abandon her claim to the land, was dated July 14th, 1826, that is, four days after the above service on me, and four days before the said service on Mr. Castleman, and before service of process of any kind on any of the remaining heirs. It is therefore evident that the compromise was complete except the signing of the papers, before any service of process on any body, and completely executed before service on any but one of a number of defendants, of whom many were minors and more non-residents. That is, the case was in reality never prosecuted at all, and fell with the refusal of the chancellor to grant an injunction, which refusal was followed by the issuing of our writ of possession on the day following it, viz., on the 1st of March 1821. It is therefore not at all surprising that the clerk when applied to by a friend of mine in April 1841, for an official statement of the whole proceedings, should have overlooked this bill, which in strict propriety of speech, can hardly be said ever to have *depended* at all; and therefore that it did not appear in his certificate printed on the 20th page of my *Second Defence*. It is also perfectly obvious

that my statement was exactly true, that the whole difficulty was in no sense one between Mrs. Meredith and myself, as you persist in saying it was; but was one between Samuel Meredith and those responsible for the management of the estate of John Breckinridge. And, Sir, would you not suppose that people were very keen for litigation, when they would volunteer to answer bills in chancery, already years before fully answered, when they are not duly or legally required to do so, when most of them are ignorant of their existence, and while they remain in the full and undisturbed possession of all the property proposed to be controverted? Does it not seem strange that the heirs of John Breckinridge should tremble before this bill in chancery, and yet after it was filed, institute their action for back rents and prosecute it for five years in the face of this terrible menace? Is it not marvellous that this overwhelming bill should be left during all these five years utterly without prosecution or service of process, and that under circumstances of great excitement and of constant litigation in regard to the very property to which it relates? And is it not, Sir, a most characteristic manifestation of your candid and truthful nature that under these circumstances you should publish this bill as containing evidence of the guilt and terror of the whole "Breckinridge family?" A bill on the face of which, and without answer made, the chancellor says by refusing an injunction, that a case is made out in which there is no equity: a bill every allegation of which, when made in another form, had been met years before by open denial, indignant defiance, and positive disproof: a bill which lay in profound obscurity for five years, and then was disturbed only to be dismissed along with the claim it set up, and then sunk into obscurity for fifteen years more, at the end of which its disinterment covers with the pollution of the sepulchre the filthy resurrectionist against whom the grave itself is no protection! No, Sir, if the "Breckinridge family" have nothing laid to their charge worse than their conduct in regard to this bill, they may still continue, by the blessing of God as in times past, to live honored lives and die peaceful deaths; and may confidently expect that the time will never come when there shall not be found amongst them a man able and willing to meet their calumniators.

You will not understand me as casting the slightest reproach upon the memory of Mrs. Meredith. I do not agree with you, nor do I suppose that any person accustomed to observe the infirmities of human nature will do so, in asserting that she must have been perjured, or we must have knowingly enforced a most iniquitous claim. It is enough for us to be convinced that our claim was clearly and beyond reasonable doubt just and perfect: we regret that others, having opposite interests, could not see the facts which appeared to us and to the courts of justice unquestionable, in the same light; but we never presumed to say that they might not differ from us and still be honest. It is one thing to be mistaken: it is another thing to be deliberately corrupt: and you must not suppose, Sir, that all mankind are governed by the principles that control you or are actuated by the passions which consume you. Our cause of quarrel even with Mr. Meredith, was not that he resisted our claim, plain as that claim appeared to be; but that he did this upon grounds insulting to us and derogatory to our

father, and that he attempted by violence and menace to deter the family. Not a member of that family ever felt, nor does one now feel, that it was necessary or proper to say of Mrs. Meredith any thing more than that excellent lady had very naturally fallen into a great error about a complicated transaction in which it was the apparent interest and the evident design of her husband to deceive her. and in regard to which the unquestionably generous designs of her brother and his extraordinary forbearance led her with a temper neither uncommon nor inexplicable to infer more than was warranted by the premises. Nor is there a human being who will look fairly at the facts who can question that the final settlement was dictated on our part solely by a spirit of kindness. We supposed we were giving up a real and a large claim; that she was abandoning one founded on nothing at all. The most casual glance at the whole facts shows that the idea of her being able to establish a parol trust on the part of John Breckinridge, and an equitable title in herself, is utterly absurd and contrary to every fact in the whole transaction. But the fact that we had a most manifest claim in conscience if not in law to the rents and issues of the recovered estate, at least from the issuing of our writ in 1814, is just as palpable as that we had recovered the estate itself. You are pleased to say (p. 64 of *Reply)* that our cause of action for these back rents did not survive the death of Mr. Meredith, "*as the law then stood.*" This might be true, and all the parties to the settlement be ignorant of the fact: for better lawyers perhaps than either myself or your pupil Mr. Payne who acted for Mrs. Meredith and drew and attested the writings, long after their date, thought otherwise: and it is worthy of deep consideration that as soon as the courts of law settled the general principle on which you make the assertion, the Legislature of Ky. by special statute reversed the principle, and thereby asserted in its broadest form the equity of the claim released by us. I shall not undertake to argue the question whether the general principle that actions for tort die always with the wrong-doer, upon which you so confidently pronounce that the claim set up by us for back rents, was after the death of Mr. Meredith not only a fallacy but a deliberate fraud, applied in strict law to the case as it existed; though is it hard for a plain man to see how the ground of the claim set up against us should be an equity in Mrs. Meredith and her heirs to the exclusion of her husband; and yet the death of that husband put an end to our corresponding claims upon his wife and her heirs; so that the utmost pitch of your objection is against the form of our action and not against the validity of our claim—which is certainly a very narrow ground on which to pronounce even a good lawyer, much less a poor preacher, and least of all, women and children, guilty of deliberate wrong. Two things are most manifest, viz., *first,* that we thought we were giving up more by far than we got, and that little as you may say or even prove, we in fact did surrender, it is perfectly easy to prove that we got in return nothing: *secondly*, that we did this under a perfect conviction of the absolute justice of our claims already triumphantly established, and not out of any apprehension concerning any thing that human flesh could do touching them or us, but solely in a spirit of kindness, and from a desire to have peace. And, Sir, so far as I am individually

concerned the Devil himself, who is the father of lies, can never make any thing else out of this case than this—that my great business with its litigation was to stop it as quick as I was able.

You are good enough to close the case over which I have now gone so minutely, with a homily, and devote a page (14–15 of *Reply*) to a very grave subject, handled, it is true, with somewhat too free a dialect for a promiscuous audience. But the subject is solemn, and I am edified to discover that you sometimes entertain thoughts of a retribution in this world at least, if not in the next. Your reading, too, is extending. I am happy to find, and that in poetry as well as history: and having in a previous publication run a parallel between me and Oliver Cromwell, you now compare me to Macbeth. This is a common and profitable exercise for beginners—and your great fault, a too exuberant fancy, is less injurious by far in the regions of romance, than in those of history. But let us hear you.

> Macbeth thought the jewels of the crown were the brighter for being steeped in blood; and the reverend and prayerful parson objects not to his Brædalbane estate (as he has dubbed it,) because it has been steeped in and won by fraud. He struts over the grave of his aunt; he treads upon her labor and her very tears; he looks upon the moss that covers the graves of his father and his aunt, and soothes his conscience that the dead cannot bite; but as sure as the murdered Banquo had a God to punish guilt, Mrs. Meredith has one: and let him remember, that what is acquired by guilt, is but a scorpion to gnaw the heart of the guilty wretch; that Macbeth's crown, won by blood, passed from his guilty head, *no heir of his succeeding;* thus may Brædalbane pass into stranger hands, *no heir of his succeeding.* It is one of the mercies of a good God, that this shall be a law of his providence. Scarce a villain lives, however versed in crime, that does not desire that his son shall be an honest man, and live free of his own guilt before God; and God, in mercy, always grants to guilty man that what he acquires by fraud and villany shall not curse his seed. I have an only son, and I trust in God if I have any thing, at my death, that I have not, as a fair and honest man, acquired, that he will never let it curse my posterity; and, in his presence, I declare that had I acquired Brædalbane of my aunt, as I have shown the gentleman has of his aunt, I would sooner follow my last son to the grave, than that a descent through my blood, polluted by the act, should possess him of one acre of it.

"*What is acquired by guilt is but a scorpion to gnaw the heart.*" An excellent apothegm, taught to you, I fear, by a stern teacher. I surely, will not question it coming from such lips. I think you are less versed in reading God's outward dealings, and that you misinterpret one of the commonest of them. Nothing is more usual than the complete and long continued success of the wicked, and you do yourself manifest wrong in doubting it. Nothing is more certain than that God will punish *them*, hereafter, and not their children here, and therefore you take groundless comfort if you suppose your crimes are to be atoned for by the poverty of your posterity. For if I understand your prayer, and men are not egregiously deceived in regard to the means by which your wealth has been amassed, it is tantamount to a solemn dedication of your only son to destruction, and your whole posterity to poverty. For, Sir, if you have any estate that you have acquired *more righteously*, than by paying for it, its full value in money, to its unquestionable owners, it must be held by a tenure unknown to human laws; but this is the method by which I "acquired Brædalbane," except the one-seventh part of 355 out of its 600 acres, that is about one-twelfth of the whole, which you and my

eldest brother, while I was a minor, recovered at law and defended in equity, for me along with other heirs of my father, upon a just and perfect title acquired by that father before I was born. I think, too, the past history of your sons should make you touch on such topics with great caution, and speak of that future which you have so many reasons to dread, with deep solemnity. You limit your proposition, however, with the skill of an old pleader, "*If I had acquired Brædalbane of my aunt.*" Now as you never acquired this particular estate, the case falls: and as I know not that you ever acquired any thing from an '*aunt*,' it falls again. But if you had only put the point clearly and in a real case; as for example, touching the Iron Works estate, or the Keiser estate, or the bulk of the Howard estate, or the Russel estate, or the Mercer estate, or twenty others we could name; or the Dillon slaves, or the Mason slaves, or the Noye slaves, or the Howard slaves, or the Bob slaves, or a dozen other gangs that we could recount; then we might come to an issue whose trial might shed light on your preaching. And let me say to you, Sir, that I have turned aside from such investigations not at all for want of ample information, but because I have neither time nor room just now, and because I have no desire, if I can avoid it, to prove worse things on you than are indispensable to the full developement of the case between us: I will therefore treat you only to a sample presently, by way of illustrating several points of great importance which connect themselves with this discussion. I do not know that I distinctly understand one part of your homily; "*thus may Brædalbane pass into stranger hands, no heir of his succeeding.*" If you mean to say, the thing will probably happen, as a providential proof of my guilt, and a mercy to my children, I have already answered it sufficiently. If you mean, it is a possible event that my children may not inherit this particular estate, or any other from me; or that I may have no child to inherit any thing after me; the thing deserves no answer. If, as it seems, it is the expression of your strong desire, that my little ones should be destitute, it was a needless exposure of yourself. Sir, we cannot tell what our children may become, nor what fate awaits them. If your own career could have been foreseen, it would doubtless have filled your parents' hearts with anguish: and bad as the opinion you force me to entertain of you is, I am sure, some of the deepest sorrows of your own life have been connected with your children. Nay since you penned that which calls for these remarks, how much has occurred in connexion with this '*only son*,' to vex and to wound, if not to humble you? I spare you, Sir, this infliction; but beware how you tempt God, by a cruel and perfidious mockery. Neither you nor your children are out of his reach, and he has before now, brought very low, far loftier revilers of his people than yourself. While I humbly and confidently commit into his faithful hands, the little flock which he has given me to rear in his fear, and who are yet too young to know the whole extent of the injuries you have meditated against me and against them; he, who knows my heart, knows that I would feel nothing but satisfaction in the honorable success and virtuous prosperity of your family, and that I have never ceased to regret the pain which you oblige me to inflict upon them in

warding off your savage attacks not only upon me, but upon persons whom the best of them have the most respected and loved.

But I have spoken of a sample of the titles by which you hold your immense estates, as a sort of general illustration. To avoid new matter, let us take that by which you became possessed of the large inheritance of your present excellent wife. A man who attacks the father, the mother, the children and the whole family of another without excuse and without scruple, is a sort of pirate who could not justly complain of any species of retaliation. But I have not thus retaliated: nor do I intend to do so, in this instance. The original introduction of this matter was for a special purpose, and was not only purely defensive but indispensable. In your First Speech of 1840, you attacked me with great fury as technically *'an abolitionist,'* and so began our present warfare. In reply to this, I attempted to show amongst other things that your proofs were utterly fallacious, since you had yourself been guilty of the very acts charged as establishing my alleged guilt, and yet considered yourself no abolitionist; and amongst these acts, had freed several slaves. These slaves, as far as I could ascertain, became yours by marriage with your present wife, and were very peculiarly circumstanced by reason of certain deeds of record, between you and her made after marriage; and as the sum total of your acts favoring liberty, related to these slaves of your wife, I was obliged to refer to these deeds, or else to omit a material part of my defence against an unprovoked attack intended to crush me. My allusion to your wife, was in every way respectful; and if I did not more largely express my sincere veneration for her character, and my hereditary attachment to her person, the circumstances in which both she and I stood to you, surely sufficiently explained the reserve. In your *Second Speech* of 1840 you abused me with great bitterness and falsehood, under the pretence that I had attacked that most noble lady (see p. 17–18 *Reply;)* which you did I suppose because the case did not admit of being otherwise met. In my *Second Defence* I recapitulated the facts, and driven to the necessity, set forth more clearly than before, the nature of the case, and your baseness in the whole transaction. Your *Reply* recurs to it with renewed slander and vituperation, and now, Sir, we will look into it a little further, for the purpose of illustrating, 1, a case of suppressed papers: 2, your mode of treating other people who are not of *"the Breckinridge family:"* 3, the question of restitution which is largely insisted on by you; and 4, the kind of title in comparison with which you consider one bought and paid for to be *"polluted."* The points are stated, that as we pass along you may easily catch the application of the facts.

On the 6th of May 1814, a bill in Chancery entitled *May's heirs vs. Russell* was filed in the Fayette C. C. alleging in substance that George May had assigned a settlement and pre-emption claim for 1400 acres of land, to Col. John Todd; that the claim was thus assigned without power or consideration, and with a *parol trust* on the part of John Todd for the benefit of John May the real owner; but that he instead of executing this trust, had fraudulently obtained patents for the land in the name of his infant daughter *Mary Owen*

Todd. It is further alleged, that John Todd was killed by the Indians at the battle of the Blue Lick in August 1782, and that he left a will in full force at his death, by which he recognized the trust for John May: but "*that his widow Jane Todd (who has since intermarried with a certain Thomas Irvin) instead of producing said will in court for probate as was her duty, clandestinely destroyed the same;*" that May sued for the land, but was killed by the Indians about 1790 or 91, when the suit abated: and that "said Mary Owen Todd intermarried with a certain Russell"—and refuses to give up the land; wherefore the present suit. To this bill are appended the names "*Wickliffe and Hardin;*" it is not I think in your hand writing, but very many endorsements, bills of exception, agreements, &c. &c., are, and the papers show, and the fact notoriously was, that you were the diligent, yea eager prosecutor of this suit. Now this John Todd, accused of this vile breach of trust followed by tardy repentance, was the father of your present wife; this Jane Todd, accused of clandestinely destroying her husband's will was the mother of your present wife; and this Mary Owen Todd, otherwise Russell, accused of iniquitously holding the land under these circumstances of accumulated, hereditary guilt, is your present wife. That either of these most estimable persons was capable of the acts attributed to them by you and put on perpetual record, to your own disgrace, no body, of course has the slightest idea. But with the utmost respect for their characters, I confidently assert, that John Todd was equally as capable of the fraud alleged by you to have been practised on John May, as John Breckinridge was to have practised those you have alleged in the cases of Beall and Meredith; that Jane Todd, otherwise Irvin, was as likely to destroy her husband's will as I was to destroy the 'suppressed bond;' and that Mary Owen Todd, otherwise Russell, is as capable of holding property wrongfully from the real owner as I am. In other words, you are equally a calumniator in both cases, and in both have alleged offences in themselves similar and infamous, against two families amongst the very last on earth capable of committing them, and which you should have been the very last human being to adduce.

It is nearly needless to say you failed in the suit. On the 25th February 1815, Mrs. Russell swore to her answer denying the material facts relied on by you, and as to her father's will declaring that it "*was duly proved and recorded and remained in the office for the County of Fayette until that office was consumed by fire, when it was destroyed, and this defendant knows not of any copy that has been preserved.*" Mrs. Irvin's answer on the day previous, is to the same purport. The bill was dismissed on the 8th Oct. 1823, and this decree affirmed in the Court of Appeals on the 13th December 1824. I have been recently informed by one of the representatives of John May, that you were to have had a large portion of the estate sued for, if you recovered it, as the reward of your services: and others have told me that one consequence of the intense ardor with which you prosecuted this business, and the determined and successful opposition made to you by the most illustrious living citizen of Ky., was the inordinate personal hate which you have for some years cherished towards him. I do not doubt that you considered your claim

good, that is good enough to keep the estate by, if by it the estate could be got, from a widowed female. In regard to the will of Col. John Todd, I will merely say at present, that as I had been informed that my father was long the confidential friend and the legal adviser of the widow and orphan daughter of that virtuous patriot, I thought it certain that he must have had in his hands and left amongst his papers a copy of this will; and learning more recently that his collateral heirs, the children of one of his brothers were generally and firmly of opinion that by that will, the estates were to go to them in case of the death of your present wife without issue: and seeing the extraordinary course you had pursued in regard to these vast estates, after your intermarriage: I carefully examined a large portion of those papers, to find such a copy, if it existed. If one should be produced, it could hardly be matter of astonishment. If it never should come from that quarter, its loss might not perhaps excite surprise when it is considered, that at the very period you filed the bill in the name of May's heirs (1814) and for some years before and afterwards, you had as you declare, unrestrained access to my father's papers; and were, as the pleadings in that case and the statements of May's representatives attest, interested to a very large amount, in causing it to be believed that that will contained what it did not, and therefore in keeping it out of view. The developements of Providence are often strange and unlooked for. I have no interest in all this matter except as it illustrates in a very remarkable way your principles and practice, in regard to my own family: and therefore, I at least can patiently await the future. Remember however, that besides the title of the present claimant, there are alleged to be two others outstanding, one for a large portion, the other for the whole in the way of contingent remainder, of that estate whose title you judge to be more just and unpolluted, than one held by fair purchase at a full price: and that one of these, to wit, that of May's heirs, is in your own opinion ousted by the bad faith of your wife's father and the corrupt destruction of a will by your wife's mother. It is vain for you to say you are not bound by the allegations in May's bill: for the ground on which you place your defence in regard to the Beall suits, the Iron Works claims, and the whole Meredith business as represented by you, is precisely to the intent that you are so bound; and above all, when, being a party in interest with May by a special undertaking, you prosecute the claim which has no shadow of foundation but in the alleged truth of the statements in his bill, that is the alleged corruption of your wife's parents. So that if these statements are not true according to your own belief at least, your attempt to recover the estate was an attempt to plunder a helpless female, now your wife, upon allegations known to be scandalous and false, for the joint benefit of May's heirs and yourself: but if they were true, or believed to be true, you are of course bound by them still, and therefore, if the estate is held by you, it is held from its right owners by absolute corruption, according to your own recorded opinion. This much seems certain: and this much more is possible, that the whole may be held by a title in perpetuity, which ousts a better title of the remainder men, which better title on a supposition not by any means improbable, may have been well and long known

to you. For if the will of John Todd did not contain the declaration of the parol trust for John May, it might nevertheless contain the contingent remainder to the heirs of Levi Todd; and in either case its suppression was alike important to you. I am far from asserting, for I do not know, that you did suppress that paper, or even that you ever saw it; what I mean to say is, that an individual who is so ready to charge innocent persons with destroying bonds and wills, ought to be very cautious how he puts himself in a position where it is his manifest interest that a most important paper should have perished; whether reference be had to what that paper might not contain on one subject or might contain on another; and that he should take heed how he draws conclusions against other people, and even falsifies records that he may do so, when the very principles he thus establishes lead to nothing so obviously as to his own conviction.

Such, as it appears to me, would have been the aspect of this case of a pure and unpolluted title, if you with your views had become possessed of the inheritance of the proper heirs of John Todd, in a manner perfectly unexceptionable. But the manner in which you actually obtained that inheritance, strikes me as being so improper, that it would render a title liable to no other objection, perfectly insupportable to a generous heart. In the month of September 1827, less than three years after the final defeat of your plan to get part of the real estate of John Todd, by the means already indicated: you got it all, as you supposed, by a deed from his daughter, in the mean time become your wife. On the 14th day of that month, the Clerk of the Fayette C. C. certifies that three deeds were acknowledged before him; the first from R. Wickliffe and Mary O. Wickliffe to Richard H. Chinn, the second from Richard H. Chinn to Robert Wickliffe, and the third in three parts between Robert Wickliffe, Richard H. Chinn, and Mary O. Wickliffe. The effect apparently intended to be produced by these deeds, was that Mrs. Wickliffe should divest herself of the inheritance of her whole undisputed real estate, worth from one to two hundred thousand dollars, and vest that inheritance absolutely in you, reserving to herself a life estate only: secondly that she should divest herself of all claim of dower in all your real estate; and thirdly, that she should have power to liberate or otherwise dispose of her own slaves, *by her last will*. Not the least remarkable part of this transaction is that the inducement to it recited in the third deed is said to be a verbal agreement before marriage, by which it was agreed that a jointure should be made for Mrs. W., and by which "*the beneficial interest in her real estate should vest in*" Mr. W. But the operation of the instruments is, instead of a jointure given to the lady, a divestiture of the fee of her own estates and the dower in yours; and instead of a "beneficial interest" in her estates being vested in you, the fee simple is conveyed to you and the "beneficial interest" during her life vested in her. The sense of the whole is, that you and your children by your first marriage should inherit the fortune of your second wife, as a consideration for allowing her to emancipate a dozen or twenty slaves: and that she might enjoy her own real estate for life, upon condition of giving up all claim of dower in yours, and the fee simple of her own. For a man of great wealth to permit a generous and true hearted wife to

do an act of this sort, strikes me as infinitely sordid; and for one holding an immense fortune by a tenure like this, to express horror and feign scruples in regard to the titles of estates, for which other men have paid their full value in money, is a nicety of honor truly admirable! This is my view of the transaction supposing it to be legal: which sir, to be plain, is so far from my opinion, that I believe it to be absolutely contrary to the plainest letter and the best settled spirit of all rational law. This is the light in which the whole case strikes me, supposing your wife not to have been overreached in carrying the verbal agreement into deed, and supposing the proposal to have come from her. But, sir, if it be true, as to use a favorite mode of expression by you, "I have been informed, and if I am mistaken the gentleman can explain,"—that this extraordinary settlement was the result of an impression on her mind that her estate was greatly involved if not bankrupt on your marriage, that there were immense liabilities hanging over it for which you had become liable by the marriage, and that you were harrassed and in danger of great losses by reason of its unforeseen embarrassments; if any thing of this kind existed—which as I cannot *positively* know, I do not assert—it is easy to see what a colouring it gives to the whole transaction. Moreover sir, if amongst those slaves there was a fine lad who though held in nominal bondage, was in reality nearly white, and who had always been treated as the child of a friend rather than as a slave: if it is true that this boy, was, though the illegitimate yet the acknowledged son of the unquestioned heir-male of these great estates, and that his father in his last sickness did what he considered necessary to insure the future freedom and respectability of the child; if this last descendant of the original proprietor became by your marriage, your slave; then indeed, it is less difficult to read the mystery of these remarkable deeds, and to comprehend how the fee of a vast estate and the dower of one still greater, might be paid as the price of the liberty of a handful of bondmen.—Restitution, do you say sir? Restitution to the heirs of Samuel Meredith? Restitution to those of Walter Beall? Is restitution your doctrine? And unpolluted titles too? They are good doctrines sir; good doctrines. And happy must you be, beyond expression, in being enabled by a conduct so delicate, so lofty, so consistent, so disinterested, so benevolent—to illustrate principles so clear and so benign. It is a mercy of God, say you, that children should not succeed to property wrongfully obtained? It would be your preference to follow an only son to the grave, rather than to allow him to inherit through you a polluted title? Beware, sir, least God take you at your word! Wonder not if this curse which you have publicly invoked upon so large a portion of your wealth, be found to cleave to it: and that what you uttered in wilful self-delusion or fearful hypocrisy, should yet prove to be a prophetic, and alas! a parental malediction. The last descendant of John May, a most amiable and excellent lady, is living in narrow circumstances, almost under your eye, while you "strut, lord proprietor" of estates, which you have declared to be held from her by enormous and complicated breaches of trust, and which, if your statements were true, must come to you by titles "steeped in and won by fraud." The last reputed descendant of John Todd, if he still lives,

is in poverty on the barbarous shores of Africa, while the immense inheritance to which no one that I ever heard of but you and the heirs of John May by you disputed the title of his father, is in the process of going by "a descent through your blood," "into stranger hands." It is true the courts of law decided for Todd's title against May; but did they not do the same for Breckinridge against Beall? It is true no doubt they would also decide in every form against the claim of the poor exile: but did they not also in the most clear and preremptory manner decide against the claim of Meredith? But there is this remarkable difference in our cases, that your title has your own recorded condemnation, mine the clearest proof of its perfect equity; yours is held by a settlement most extraordinary if not absolutely against law and conscience, mine by purchase and by clear and unquestionable proceedings. I do not wonder therefore at you saying *"that what is won by guilt is but a scorpion to gnaw the heart of the guilty wretch;"* nor at your obvious solicitude under the conclusion to which your experience and observation appear to have led you, that what one "acquires by fraud and villany," usually "curses his seed." Nor, knowing you as I do, do I feel the least surprise that under such circumstances you should venture to attack innocent men for the identical offences you have yourself committed,—and even dare to invoke God's interposition in a case where every attribute of his being must lead him to decide against you. Oh! sir, is it not enough that you should revile and persecute God's children; but must you even attempt to make him a partaker of such enormities? Willingly, most willingly, do I commit to him the issue of the appeal you have made to his Divine Providence. "I have been young and now am old"—said a man not less observant of God's dealings than yourself, nor perhaps less skilled in reading them, "yet have I not seen the righteous forsaken, nor his seed begging bread." But, "when all the workers of iniquity do flourish, it is that they shall be destroyed forever." *(Psl. xxxvii, 25 and xcii, 7.)*

It can be matter of no surprise that a gentleman so scrupulously delicate about the mode of acquiring real property, should be to the last degree sensitive as to the manner in which he obtains chattles and cash. In this instance we will illustrate by a case personal between you and the estate of my father, leaving others to any future occasion that may demand their investigation. I have already shown that your original employment as counsel for that estate as well as the exact nature of your connexion with it, are sedulously involved in obscurity by you; and so we will let it stand, until farther explorations of the mass of papers left by Mr. Harrison, Mr. Grayson, and my brother Cabell shall throw more light on the subject. Without any sort of necessity or even excuse for such conduct, you set out in your *Second Speech*, to prove the excess of my ingratitude in declining to sit down quietly under your rancorous abuse, by making the most inflated declarations of the *greatness* and the *gratuitousness* of your services to the estate of my father. In reply to this audacious mendacity I set forth on pp. 38–45 of my *Second Defence*, the whole matter, in such a light as seems to have penetrated even the seven fold covering in which your sense of shame lies embeded: and drove you on pp. 27–28 of your *Reply* to special pleading and open

denial of your own statements made in the presence of hundreds I proved by *Robert S. Russell, James C. Todd, D. M. Craig, C. M. Clay, James H. Allen, Thomas S. Redd, Chas. McDowell, Benj. Warfield and D. A. Sayre, Esq'rs.*, (*Second Defence p.* 40) that you stated publicly in your speech on the 12th day of October 1840, that all your services to the estate of my father had been gratuitous. This you positively deny having said: and I am entirely content to let society judge between their testimony and your denial. The reason which seems to you conclusive why you could not have said such a thing, is that it would not have been true; which, I submit, may not appear quite so valid to some others, as you say it does to you. And possibly you may yourself consider this mode of disproving an established fact by a very questionable argument, not perfectly conclusive in this case, if you will take the trouble to turn to pp. 31–32 of your letter to me of August 29, 1832 in which you systematically recount—as you express it—"what I have gained and what you have gained by my labors." Here you tell over your services through about a page, and then say "*Now sir for all this, what hath it profited me! For all these weighty suits, my advice and counsel, gratis, for twenty-five years;*"—which seems to settle the matter, and to be a receipt in full back to January 1804, as your services ended, you say in January 1829;—or if we take the date of your letter, then the receipt goes back to August 1806, a few months previous to my father's death. But you say on p. 12 of your *Second Speech*, the true statement made by you in Oct. 1840 was that you had never charged any thing until you had "argued the last suit"—that is till January 15–19, 1829; which seems to me a very immaterial issue, even if the statement were true: for I cannot conceive how services are gratuitous because they are charged for in 1829 instead of some years before. But the real true statement as you now say, on p. 28 of Reply was that you charged the *administrators* and not the *heirs;* which, to my poor comprehension, comes very nearly to the same thing, as to the question of the *gratuitousness* of your services and our consequent *ingratitude*. As to the real state of the facts I do not pretend to know what it may be; nor do I expect ever to arrive at it, if your words alone are to be my medium of information. I have already proved out of your own mouth, that you "voluntarily *took upon yourself* the whole business of the late Mr. Breckinridge's estate" (p. 9, *Second Speech*) about the year 1811; and that when you did so, you were indebted to that estate, by your own account (*letter of August* 29, 1832) in the sum of $155. I have also proved by yourself that you made out your account before Sept. 1823 and handed it to my brother Cabell, who died in that month (see p. 40 *Second Defence;*) that you received, by your own showing $163.46 from Grubbs (p. 41 *Second Defence*)—but at what period, you steadily decline to say: that you received from me, on the 15th March 1830 $55 (p. 44 *Second Defence;*) and that you received the bond of your brother the Hon'ble C. A. Wickliffe for $265, with interest from May 22, 1822 till paid, (*Second Defence* p. 44.) and by your account current handed to me in 1842, this bond is credited as having been received by you in 1829, making seven years' interest $111.30—being a total on the bond of $376.30 sub-

ject to a credit of his fees, whatever that might be. In my *Second Defence* (p. 44) the amount of this bond is stated, principal and interest, at $408, the difference being two years' interest, the conjectural date of the surrender of the bond being 1831, instead of 1829 which you have since stated was the true date. Here then we have $749,76 or thereabouts, proved out of your own mouth to have been paid to you before and up to the 15th March 1830, which was more than ten full years anterior to your public statement in Oct. 1840 that all your services had been gratuitous; still longer anterior to your statement in your *Second Speech* that no charge had been made till after January 1829; and still longer yet anterior to your *Reply* in which you say, those charges were against the *administrators* only. Your account printed in 1841 on the 39–40th pages of your *Reply* amounts, according to your figuring to $975; what purports to be the same account handed to me in writing in Kentucky in October 1842, amounts by the figuring on its face to $845—being a difference of $130; which is, however, as near as any two of your statements will commonly approach towards an agreement. This last left a balance due you on your own confession, as shown above, of somewhat less than one hundred dollars, which I told the collector I would pay at once, if you would give me a copy of the account sent to me through A. K. Woolley Esq. in or about 1829, and subsequently withdrawn by you for correction; rather than do which, you chose to file a bill in Chancery—which I suppose may fairly be considered as ending the question of *gratuitousness*. But, sir, I must fairly say to you, that I have very little doubt that the late Trustee of my father's estate paid your account rendered to him, before Sept. 1823; that there is a great probability you were also paid a previous account some time about or soon after 1814; and moreover, that the present aspect of the matter tends strongly to create the impression that your whole conduct in this business was utterly sordid, that you not only demanded fees but urgently pressed for very high ones, and that, if the whole facts can be come at, it will most probably turn out that you have been fully paid and over paid for all you ever did for the "estate of the late Mr. Breckinridge." The document which I submit below, contrasts curiously with your boastful declarations about gratuitous services, charges so low as to astonish the profession, &c. &c. It is from that administrator of my father whom all the world called an upright man, and is directed to my oldest brother, about the time he became Trustee of the estate, as I infer from the following considerations; to wit, the final settlement with Mr. Harrison is of record, dated July 27, 1814; the final entry in his books touching the matters between you and my father's estate, is dated July 28, 1814, charging you with $182,51, then due, against which, your charges as a lawyer (which Harrison considered extortionate, as you will see, and refused to allow) are to be set off; and the Trusteeship of my brother Cabell commenced on the 28th day of March 1814. Let the date however be as it may, the letter proves most conclusively, how true it is that you charged *nothing*, that you charged *nothing till after January* 1829, that you charged *very little* at any time, that you charged the *administrators* only and not *the heirs;* all of which statements have been successively put forth as the true

basis of your case. I will only say in addition, that the letter has been shown to the administrator and half a dozen of the descendants and near relatives of Mr. Harrison, and if questioned, will be proved genuine to your entire satisfaction.

Dr. Sir.—I enclose for yours and your mother's consideration, Mr. Wickliffe's account—in my opinion an exorbitant one. He, Mr. W., has on several occasions requested me to settle it. I am, in the first place, entirely ignorant if the charges are just; in the next, not the person to whom such an account ought to be presented—it comes to the lot of the guardian as relating to land causes. I cannot, nor will not bring into my account any charge I am ignorant of. You will please present this account to your mother; if after a consultation you determine to admit it, I conceive Mrs. Breckinridge ought as guardian to give an order on me for the amount. I will then settle it.

I have a bond of — ——,* for, including interest, between $30 and $40. He observed he had a claim on the estate for a fee in the case of Lee's adm'rs, that he had assisted Mr. Wickliffe. I inquired his fee. About $40, was his reply. I told him I knew nothing of the case. Another exorbitant fellow.

Yours with esteem, R. C. Harrison.

Joseph C. Breckinridge, Esq'r. April, 25.

The existence of the bond of your brother mentioned above and the introduction of his name at all into this controversy, are matters with which I am in no sense chargeable; and they have been set in so clear a light in my *Second Defence*, pp. 43–45, that I deem it unnecessary to go over them again here. Your repeated attempts in your private correspondence, in your Second Speech and in your Reply to involve him in our quarrel, and your ridiculous pretences that the defence of *his* character imposed on you the necessity to attack that of my father, shall not move me from my fixed purpose, to settle this business with *you*. I have no desire or motive to injure or wound your brother. I have reason to believe he has been on terms of friendship with some members of my family; and there are those in whom he has a very deep interest, who, I venture to say, would deem it a calamity of no ordinary kind if it were as true as it is glaringly false, that the defence of his good name should ever render it necessary for him to be privy to an attack on that of John Breckinridge. It is also true that he has been at deadly feud with a portion of my family. My own relations to him, when any have existed, have been civil and respectful, and certainly the fact of his being a member of that church of which I am a minister greatly fortifies my wish that they should continue on that footing. This much I deem it my duty to say: and will allow the many insulting passages of your Reply bearing on this point, to pass without further notice or explanation than the following correspondence affords.

Bardstown, Sept. 18, 1841.

Mr. Robert J. Breckinridge.

Sir—My attention has been arrested by that portion of your recent publication, purporting to be your "Second Defence against," what you are pleased to denominate "the Calumnies of Robert Wickliffe," in which you introduce my name, and publish three letters purporting to be addressed by me to you. The 1st dated Washington city, Dec. 6, 1823. The 2d dated Wickland, Oct. 1st, 1830. And the 3d dated Lexington, Oct. 28, 1830.

*I omit this name; the gentleman is, long ago, dead.

You must have read and no doubt have preserved other letters of mine upon the same subject, which you have omitted to publish, particularly one written between that of 1823 and 1830. If you have such a letter or any others from me, I will thank you, sir, to send me copies of the same

Without meaning to make myself a party to the controversy between you and Robert Wickliffe, I avail myself of the present mode to ask you to define more explicitly what you mean by an expression which I find in the 1st column of the 28th page of your published pamphlet where you say that my "services," (in the case of Breckinridge's heirs vs. Beall) "were the source of many evils and serious difficulties to us," meaning Breckinridge's heirs.

Again at page 26, at the top of the 2d column in assigning reasons or apologies for P. B. Ormsby's course in the suit in chancery against Breckinridge's ad. to secure himself from the payment of his bond given for the purchase of his lot, you conclude the paragraph in these words, "thus escape what he, Ormsby, considered the hardship if not the imposition which had been practiced on him to save your brother's (my) property." I think I have a right to require of you to state wherein my services rendered at the instance of your brother were the source of many and serious difficulties to the heirs of Breckinridge. And also what you mean by the word imposition upon Ormsby. And by whom you mean to say it was practiced?

I feel unwilling that an imputation that my services proved detrimental to the interest of your brother which I was employed to defend and protect, or that I had directly or indirectly imposed upon Ormsby in executing the instructions of J. C. Breckinridge, shall remain unretracted or unexplained by yourself.

If I erred at all in that transaction, it was in consenting to act as counsel in effectuating a sale of property under a decree which I then and still believe was unjust as to those who had purchased the estate of Beall.

Your answer with as little delay as is consistent with your engagements, directed to Bardstown, is retpectfully required.

Yours, &c. C. A. Wickliffe.

Lexington, Sept. 27, '41.

Mr. C. A. Wickliffe.

Sir—Your letter of the 18th inst. has been handed to me, this moment by Mr. E. K. Sayre; and as I am about to leave the state, I must reply to it at once, or fail of complying with the request communicated thro' its bearer, to answer it within the current week.

I participate, sir, in the feeling which you express, when you say you do not mean to make yourself a party, to the controversy between your brother and myself—and beg you to remember that your name was brought into it by him and not by me—and that this was done in such a way as to render silence on my part impossible.

In regard to *other* letters from you to me, I can only say that I have published all I could lay my hands on having any relation to the matter of your bond. There may be others—(if you ever wrote others, they are still in my hands—for I have always preserved all such papers—) and when I return to Baltimore I will examine my files, and send you copies of any I can find there.—It is impossible for me now to examine those files that remain in Kentucky, as I shall leave this region to-morrow for Virginia.—I beg you also to remember, sir, that in conceding this much to you, I do an act which I consider in no way obligatory on me—and which is prompted solely by a desire to manifest the feeling I have already expressed—that I do not desire to consider you a party to my controversy with your brother.

You ask an explanation of two passages of my Second Defence—one on page 28, the other on page 26, of the Lexington edition—and in doing so if you will examine attentively, you will find you have misquoted the words of the first passage, and misconceived the sense of the second. The fact asserted in the second passage (p. 26) is simply, that Ormsby considered himself imposed on by the running up of the property he had sold to Smily—and by the whole arrangement that threw the bulk of the debt on him—and so far from making a charge against *you* of imposing on Ormsby, I do not even assert that the charge is true of any

body. I think, sir, the passage as it stands is clear, and is void of offence, to all men.—As to the assertion that your services tho' well intended were the source of many and serious difficulties to us, I presume a candid review of our "difficulties" with this business since 1821 will justify me in calling them both "many" and "serious;"—and that the most of these difficulties grew directly out of the sales of 1821 and 2, and that you had the management of our interest at those sales, there is, I believe, no question.—Here again, sir, I beg you to observe, that I am actuated by the feeling already twice expressed—in making explanations, which seem to me, not called for, either by the letter or the tone of my remarks in regard to you, which are, throughout, respectful.

You are pleased to express the opinion, at the close of your letter, that our decree was unjust, and that this was your opinion at the time you aided in effectuating it. I certainly agree with you, that if this was your opinion, it was a great error in you to lend yourself to the enforcement of that decree. But I believe, if it becomes necessary, I shall have no difficulty in saving you from this ground of self-reproach by showing that you are perhaps mistaken in regard to the state of your former opinions on this subject.

I regret, sir, that you should have considered it necessary to write me the letter to which this is a reply. I beg to say to you that I have not allowed myself to be affected by the difficulties with your brother—so as to change my opinions or feelings towards any other individual whatever, and that being forced by him to use your name, my purpose,—and I had flattered myself my conduct was answerable to that purpose—was to treat you with great respect. I think I have not transgressed the strictest propriety in regard to you; but, if in this I am mistaken, I sincerely regret it, and will be happy to amend what is amiss.

I am your ob't serv't,

Ro. J. Breckinridge.

The diligence with which you have exerted yourself to produce a breach between me and the various members of my father's family and the several persons who have married into it, and the earnestness with which you have sought to find something in my extensive business transactions more or less affecting the estate descended to us all, upon which you could fasten a charge against me; are amongst the most amiable and characteristic features of all your conduct towards me for the last thirteen years. If you should ever be so happy as to discover in our connexion any individual sufficiently likeminded with yourself to unite with you in your benevolent designs, and will make a clear and specific statement of the matters complained of; I will, with the help of God, be ready to render a reason for any part of my conduct towards the whole or any portion of my family, that any body may feel disposed to call in question, and that before any tribunal that may be preferred. Until that period arrives, I will postpone the elucidation of divers matters concerning the will of Miss Sally Howard, and certain topics relating to the estate of Gen'l Benjamin Howard, and various family transactions growing out of it; also certain matters in regard to the administration upon the estate of John Howard, while he yet lived, as the old gentleman used to express his condition; together with sundry other affairs of much personal interest to yourself, which I now pretermit, deeming it better to discuss our several domestic relations in contrast and at the same time. Meanwhile by way of general reply to what is insinuated in many parts of your present and former publications, I refer you to what is contained on pp. 17–19 of my *Second Defence*, and particularly to the statements of my brothers in reply to your general charges that I ever desired or attempted to wrong them, or

the estate of our father. As it has been one of the most malignant portions of your conduct towards me to endeavor to poison the minds of my immediate family against me, so it is one of the basest that you attempt by constant insinuations to make men believe you have succeeded. At the date of your first written attack upon me in 1832, but two children besides myself, of my father's large family survived. If you do not consider the correspondence of that year with my brother William or his published statement already referred to, quite satisfactory as to the state of his opinion in regard to you and myself; he is still spared, and will no doubt be able to satisfy your curiosity upon any reasonable application to him. On the 12th of October 1840, my brother John stood near me during the delivery of that speech in which I first defended myself publicly against your calumnies; and when I concluded amidst the acclamations of the great multitude, he was so overcome by his emotions that he threw his arms around me and wept aloud. He was then feeble and emaciated, struggling with that fell disease which so soon cut him down. He lived to read your *Second Speech*, but not my *Second Defence*. The following extracts from an extensive correspondence will, I hope, put your curiosity at rest as it regards his estimate of us both. I fear, sir, it will be hard to find in "the Breckinridge family," any proof to sustain your claims upon our general confidence and gratitude, or your attacks upon our common character and ancestor; seeing we are a people who have been long taught to speak the truth and to fear God.

Extract from a letter of the late Dr. John Breckinridge to R. J. B., dated New Orleans, Feb'y 26, 1841. "My dear Brother. Your favor of the 15th inst. reached me by this day's mail, and I feel too much interested in its contents, though confined to my chamber by a blister on my throat and chest, to delay a reply.

I have already seen (through John Cabell's* attention) a copy of Wickliffe's infamous pamphlet, and a few hours after, wrote to you giving the opinion that it *ought* to be noticed. I am glad I agree with you in this opinion. He has so many plausible but infamous lies, all *seeming* to show acquaintance with our father's estate, and your early life; and he makes so many *pretensions* to the having rendered us all, many, great, and gratuitous favors, that he needs to be exposed; and unlike sagacious liars, he has gone so much into *detail*, that he must be very vulnerable, by one as well acquainted with the facts as you are. Your character, every where and every how, is in such *strong* contrast with his charges that this will greatly help you. And without going into all the details to which he descends, you can fatally impale him on five or six of the strongest cases. For this as you say, you want facts: and I would *take my time*, in the mean while, by a short, decisive, dignified note, let him and the public know *what* you are going to do and *why* you do it. This will arrest all precipitate judgment among those who *do not know* you nor the *material* facts. The rest, making the bulk of the nation, *read nothing*. But it will stop the mouths of enemies, ad interim, by making them afraid to trust to Wickliffe's enormous statements. When the reply itself appears it will *finally use* him up, and do you and *truth* lasting good."

Extract of a letter from same to same, dated New Orleans, March 26, 1841. "I think your course as proposed in your letter, is in all respects good—and will no doubt cover Wickliffe with infamy—while it will triumphantly vindicate you; and set in true and lasting light the great principles at issue. I would put the *personal* matters first,—and without following him through his infinite detail of lies and folly, give a few prominent examples of his villany, frauds and folly. This will be most dignified; most effective; and least troublesome."

*J. C. Breckinridge, Esq'r, of Iowa.

Extract of a letter from same to same, dated Cabell's Dale, May 14, 1841. "My beloved Brother. Your letter of the 4th inst. (by the circuit of Louisville,) reached me yesterday. Critical as all seem to think my state of health, I am yet distressed to see how much their representations have moved you on my poor behalf. Yet thanks be to my Heavenly Father for such a brother: and if I am to die, I can do it with my chief burden taken away under the delightful remembrance that I leave my dear little family under the care of such a friend."

At the request of the Rev'd Robert J. Breckinridge we state that we were long and intimately acquainted with his brother the late Dr. John Breckinridge, and having inspected the letters from which the foregoing extracts are taken, are certain that they are entirely in the hand-writing of the said Dr. John Breckinridge.

Baltimore, January 3d, 1843.

John Wilson,
Peter Fenby.

These, you will probably agree with me, are strange expressions to be used towards one who had long and deliberately wronged their author. No sir, I may say with equal satisfaction and truth, it will be extremely difficult to produce another instance in which so large and complicated an estate as that of my father, embracing so many parties in interest, such a diversity of property, and such a complication of changes, has been brought to any thing like a final adjustment between the distributees, under circumstances more favorable to them or more honorable to the active managers of their affairs. And I will venture to add that there is not an individual in the world who could be even partially acquainted with the facts of this case and not see and admit, that this result could never have been reached unless there had been at least an ordinary degree of skill, firmness, and patience, united with diligence, integrity and honor on the part of the active managers in these large, protracted and difficult transactions. No man could bring about such a result unless he was willing to do right himself, and able to induce others to do right also. Upon your own showing, immense liabilities have been warded off, for which the estate was, as you say, really responsible; that is something. Large demands have been paid, and that upon an estate fully administered and supposed to have been almost wholly distributed; and not a dollar has been asked for by way of contribution to pay these demands; this also is something. Considerable recoveries have been had for the benefit of this estate, and that upon claims which you declare were bad; here also is something not very common. And sir, unless I greatly deceive myself, there will be more of these recoveries, and that somewhat to your chagrin. Now my observation of life teaches me that these are results very far from common, as it regards complicated intestate estates; and my best judgment is, that a man who can thus serve such an estate, deserves at least the thanks of those he served. But all this is but a very small part of the truth. When I became in 1824 the business head of my father's family, in consequence of the lamented death of that brother who had served us for nine years with so much zeal and success, I was a very young man, had just completed my professional studies, had a young and increasing family to support, and had not been bred to business; and such was the position of the estate descended from my father that almost the entire mass of it had to be re-adjusted. Our oldest brother had left his own affairs greatly involved at his death. You have been pleased to make such a reference by name to his only son, as you sup-

posed would create the impression that I had not dealt kindly, if fairly, by him. Suppose sir, you put that question directly to him, and give us the answer in your next publication? So far as my advice could avail with him, it was to keep himself aloof from this quarrel; but I am sure, if you ask him for his opinion, he will, in all courtesy, give it to you, plainly and upon the whole case. Meanwhile passing over any thing I may have been able to do to serve his father's family and to testify my interest in him individually, the relations of my brother's estate to that of his father and to his co-heirs were most extensive and difficult in their adjustment. Besides he had been the Trustee of the estate of Alfred Grayson the first husband of our sister Porter, so that his estate and hers were again involved; and her estate and her first husband's also; and her estate and our uncle General Robert Breckinridge, also one of the Trustees of her first husband. It was in a perfectly disinterested attempt to settle the joint relations of Alfred Grayson, Genl. R. Breckinridge, and Mrs. Porter, that the difficulty arose between General Porter, Genl. Breckinridge and myself, which you falsely and malignantly distort in your *Reply*; and which ended in putting back the whole business precisely where it stood before I touched it, and where it may stand forever, in my opinion, without being as well settled again. My participation in this matter was at the solicitation of all the parties in interest; and you never more perverted the truth in your life, which is saying a great deal, than when you represent my agency in this affair as any thing else than a disinterested effort to serve my friends; which, sir, I will show, whenever it is necessary, as clearly as I have done that I did not pass the '*negro law of* 1833' nor '*suppress the bond*,'—which I trust would satisfy you. Most especially and emphatically it is false that I ever received or was promised one farthing of the estate of General Robert Breckinridge, during his life or since his death, in connexion with this or any other matter or thing whatever. The death of my sister Castleman and then of her only child, rendered the settlement of the conflicting claims upon her estate embarrassing beyond measure, and imposed on me one of the most painful duties of my life. For it seemed to me that the inheritance was in the heirs of John Breckinridge, and that my position rendered it my bounden duty to them to prosecute their claim against the friend who had been my own guardian, and who had been like a son and a brother in the family. This was the only, and even this hardly an exception, to the absence of domestic litigation in my connexion with these perplexing affairs; for by mutual concessions this also was privately adjusted. And now sir, we come again upon your baleful influence in the affairs of our family; for by the claim of Green you swept away more than half of our sister Porter's inheritance, and here arose difficulties in making it good to her again, which it took years of patience and firmness to adjust. This matter also you not only vilely pervert in your *Reply*, but make statements which it is inconceivable you did not know were untrue, and print official documents relating to other matters in order to give a color of probability to them. I have put myself to the trouble of securing in a permanent form the true state of this controversy by which Green's claim under your management swept away Mrs. Porter's inheritance, and only omit the detail and proof

here, because of the length to which this publication has already run. So far as my own conduct is concerned in the restitution which was made to her by the estate of our father, I have only to say, it is fully explained in an elaborate correspondence which I have not a motive on earth that leads me to desire should be kept private, one instant longer than those with whom it was carried on prefer to have it so. Connected with that restitution, our most serious difficulties grew out of efforts to arrange the interests of the family in the inheritance of our youngest brother, which by his death had fallen to us all. In regard to this matter you are more than usually yourself, and utter at least as many untruths as sentences. 1, It is not true that our brother James and our sister Porter died about the same time; the former died about 1819, the latter in 1831. 2, It is not true that Mrs. Porter lost her estate about the period of her young brother's death; the decree of the Court of Appeals of Ky., reversing the decree below in her favor was rendered at the spring term 1827, about eight years after her brother's death. 3, It is not true that the estate of Cabell's Dale, the inheritance of that brother, could, by any possibility have been given to her in place of that she had lost; because subsequently to the death of our young brother and before her loss, settlements and deeds had been made by which the Cabell's Dale estate ceased to be the property of those responsible for the loss of the Denham estate, so large a part of which you had recovered from her. 4, It is not true that she ever desired this; the truth is precisely the opposite; she desired one of her brothers to possess Cabell's Dale, and nothing but my sense of honor in consulting rather the interests of the family than my own, prevented me from concentrating the title in myself. 5, It is not true that there were not ample means left to the estate to make up her loss independent of Cabell's Dale, nor is it true that she died leaving this matter unsettled, nor that she was dissatisfied with the settlement actually made; the opposite is true in each of these particulars. 6, It is not true that General Porter left any papers with you connected with this or any business of his wife's estate so far as relates to me, for any other than amicable purposes; nor any papers regarding any personal transactions between him and myself, but solely regarding the relations of his wife's estate to that of her father. 7, It is not true that any other or different settlement was made with him than simply to effectuate by deed that which had been made before the death of his wife. 8, It is not true that either of my brothers ever had views or purposes regarding this particular settlement different from those held by me in regard to it; for they not only constantly declined to act independently of me, but even when urged by me, refused to suggest any plan as a substitute for that I had adopted. 9, It is not true, that in disposing of my interest in the Cabell's Dale estate, when I found it impossible to make any permanent arrangement in regard to it that would satisfy all parties, that I overlooked the interest of my venerable mother in that property; but on the contrary, I stipulated for a larger and more entire estate for her than that she actually held, to wit, a life estate without stint of waste, instead of a life estate by way of dower simply. 10, It is not true that I sold the graves of my family; but it is true, that I retained by deed as my part of that inheritance, the burial ground containing the ashes of my kindred, with right of se-

pulture to all the descendants of John Breckinridge. These, sir, are but a portion of the enormous falsehoods which you have strung together, on one general subject in the compass of a few sentences.—But, as I have before said, we will discuss these matters thoroughly, only when we come to do so on equal terms, and then perhaps we shall find in the past history of the family of "Town Fork," as well as in its present condition, matters which its illustrious "head and duke" will do us the favor to explain more at large and more satisfactorily than he has yet done the *legitimacy* of the descent which, it is said, you claim from the great *Priest* John Wickliffe.

The various affairs on which I have now touched, were, by the constant favor of God, and with labors which money could not repay, so carried through, that the courts of justice were in every evil sense, strangers to them; and the great interests of our family were settled by a series of compacts and deeds, the last of them dated as late as October 1840, so fixedly, so fairly and so nearly in full, that I had hoped to reap at last that repose which I thought I had earned by sixteen years of arduous service, and which was so congenial at once to my temper and my pursuits. But about that very time the storm of your pent up hate burst over all bounds; and since then you have been as busily engaged in trying to undo every thing, as I ever was in striving to compose it. The issue is with God. For myself, I will add but these two things; *first*, that it has been a great happiness to me both that I have been enabled to render services whose importance I think I do not estimate too highly, to those who were very dear to me, and that in general I have met with the recompense which was the most grateful to me, a firm support and a cordial confidence: and *secondly*, that except what I have gained as a member of the family, these labors have been without pecuniary advantage to me; for with the best opportunities I have made nothing, and can point to all I possess as my modest inheritance or the moderate portion of my wife; and yet as all men know, I have lived a frugal and unostentatious life. It is vain therefore, sir, for you to assail such a life, and above all, idle to attack that portion of it which has been devoted to the service of such a family. That such a mass of complicated claims as I have now hastily run over could be put in order where there were numerous parties and many questions of extreme nicety, without the least jar or heart burning, is more than can be expected from poor human nature. But this I may boldly say, and it is saying every thing,—no difficulty has ever arisen in which if one party in interest thought his rights were overlooked, all the rest did not say, with me, he was in error; and in no instance but one has the general voice failed to bear down all personal objections and to bear through my plans for our general welfare; and that isolated case, where for peace' sake I receded, remains unsettled and is most probably incapable of settlement. So much I have done, and it is you who force me to utter it. He who will do more, will have more cause to bless God and to love his friends; and a title to your hate that much better than my own.

But sir, I weary of you and your hateful company; and I begrudge time and labor, withdrawn though they be chiefly from the demands of nature, beyond what is indispensable in such a controversy. It is true there remain many personal matters at which I have

only glanced; others which I have not even touched. Let them pass. I can bide my time. There are also great questions of public morals and policy on which you assail me with renewed fury in your *Reply*, about which I deem it needless to argue with you now. My conduct and opinions touching the great subject of the black race, constituted the principal topic in my speech of October 1840; and as to the course I have pursued in the religious controversies of the age, you are incapable of understanding the principles which have governed it or the motives which have influenced it. I am thoroughly a Protestant, thoroughly a Presbyterian; you, ignorant alike of the facts, the doctrines and the interests involved in both those terms, are not only unworthy of being answered, but incapable of comprehending a defence, even if I should make one. Pearls are not for swine. The response of my old friends in your immediate neighborhood to your charges against my public conduct, diligently circulated in private for years together, was to elect me to the Presidency of the University of the State; and the reply of my brethren in the same region, to your urgent printed appeals to them, was to send for me three times in as many years, to unite with them in the most important religious movements both practical and polemical. The answer of the Presbyterian Church in the United States to your widely scattered appeals to it against me, was to elect me the Moderator of its General Assembly in 1841, after a service in its ministry shorter by half than had preceded the call of any other individual to the same position. Why need I answer you, therefore, upon questions which the public have the means of understanding?

There is one point which I must not omit, and which I deem not only the most ignoble part of all your publications, but by itself conclusive proof of the baseness of your breeding, and the utter ruffianism of your whole nature. I mean the indecent and insulting manner in which you speak of my venerable mother. You had introduced her into your *Second Speech* (p. 7–8) for the purpose of proving by an incident you related in regard to the case of Woods, your great intimacy with my father and his family, your confidential relations with that family after his death, and the eagerness with which you served them; and thus you would prove, by my mother, my baseness. You abused me also (pp. 23–4 *Second Speech)* for assuming and then disgracing a name which did not belong to me. Under these circumstances it was impossible for me to avoid the necessity of asking for her statement as to these points. Her replies were sent to me, in letters to Baltimore, and were so stated in my *Second Defence;* yet, in defiance not only of truth, but in flagrant violation of all decorum, you say in substance, that being in her dotage, these statements were extracted from her by fraud and art, and in fact written for her by me, and were in part untrue—(p. 23 Reply.) Now what were these statements? 1, That the name *Jefferson*, had been given to me in childhood by my father, at the particular request of Mr. Jefferson. That the main fact was truly stated, is also proved by the record in the family Bible, in my father's hand-writing—(p. 55 *Second Defence.)* How do you treat this simple and most civilly worded statement, from a lady whose age and sorrows, if nothing else, would have rendered her person sacred to one less thoroughly a brute? Why you sneer at "*the old-lady-mother at Cabell's Dale, on Elkhorn;*" you insinuate

that it is odd that a Presbyterian like me, should have had sponsors in baptism; and intimate surprise that Mr. Jefferson should be able to ask a compliment from a confidential friend "all the way from Carter's Mountain in Va." *(p. 7 Reply.)* Now, sir, is this not infinitely disgraceful? More especially when to give point to your vulgarity you couple absolute falsehood with it. For you positively deny on p. 7 of Reply, that you had ever said the name had not been given by my father; whereas on p. 24 *of Second Speech*, you had expressly said of me, it was à *"name he had assumed* to make himself a great man and a counterfeit bully," and and a little lower down, "the long J *which he has added* to the name his father gave him."—Again, in the 2d place, my mother had stated that *she* had never given you access to my father's papers, at any time. She did not say and of course could not, what Mr. Harrison or Mr. Grayson might have done. You referred specifically to her; and being thus referred to, she contented herself with saying, and that with the utmost dignity and moderation, that the reference was incorrect. And I am bold to say, no honest man can read the contradictory accounts you have given, amounting to at least three or four *(see p. 35 Second Defence, and p, 24 of your Reply)* of this pretended interview, and not at once admit that the whole is a sheer fabrication on your part. And for this statement, drawn forth by your own act, and in itself so eminently cautious and lady-like, you sneer again at "the certificate of my mama," use an unfeeling taunt at the tenderness of her expressions towards a husband for whom she had worn weeds for five and thirty years, and declare her assertion to "be untrue" *(p. 23 Reply.)*—Again in the 3d place, she had said, she knew nothing of any attentions on your part to my father during his long illness, and if you were present at his funeral she did not see you; still preserving the utmost reserve and strictness in regard to matters about which you obliged her to speak. And here, while even confirming her testimony *(p. 25 Reply)* you rudely assault her feelings. Whoever will read over all that you have written and I have proved on this point, will see that you publicly accused me of ingratitude, on the score that you had been most kind and useful to my father and his family during his last illness; and that the whole of your proof is, that you, along with perhaps five hundred other persons, happened to be at his burial; which is surely a most signal service, a most sufficient ground upon which to claim exemption from responsibility, and a most obvious justification for deliberate insult to a venerable lady distinguished alike by her virtues and her position in life. By the way, sir, I have some curiosity to see the replies of my respected friend and kinswoman Mrs. Parker, to the balance of the long string of written interrogatories sent to her by one of your daughters; you give us but one out of a long list. I would be very happy to unite with you in submitting to her this question,—Whether she would believe the testimony of her brother-in-law Robert Wickliffe implicating in any particular the character of her cousin John Breckinridge?—And in the 4th place, in modest and matron-like discharge of the painful necessity you had laid her under by a public allusion to her, she declared that she was ignorant of there ever having been any intimacy between her husband and yourself. Here, too, her guarded and respectful statement is fully confirmed by yourself, even when pronouncing the statement "untrue;"

for on p. 24 *of Reply*, you expressly say that you had not spoken to her "from 1805," which was at least a year before my father's death—"*nor seen her after her husband's burial*"—until the fictitious visit; which must have been about 1810 or 11, as Wood's suit was instituted in 1809, and you were, on your own showing, not employed in it till afterwards. Now, sir, is it conceivable, that an intimate friend of the family should live within a few miles from a year before till four or five years after the death of the head of that family, and during all this time, neither see nor speak to the mistress and mother of it? And the flagrant falsehood of your pretensions is rendered more obvious when we remember that, as I have shown out of your own mouth, in my *Second Defence*, there was a serious breach before 1805, the particulars of which you steadily refuse to detail; and that your public conduct in the canvass of 1802 when, as I am informed, you offered for congress as the advocate of the Alien and Sedition Laws, against General Walton (whom you challenged—but did not fight,) put your boasted political intimacy with my father on a footing quite as equivocal as your personal.

It does seem to me, sir, that it would be the greatest favor any man could bestow upon you, if he could clearly convince you that the most important statement of my surviving parent is strictly true. Indeed I can hardly conceive of any thing that would relieve you from a greater load of obloquy, than to prove that so far from having been the friend of John Breckinridge, you were a total stranger to him—yea his mortal enemy. For this would at least remove from your character the burden of that horrible degradation incurred by having betrayed the interests of *a friend's* family, slandered the characters of *a friend's* children, laboured to produce dissention amongst *a friend's* descendants—traduced the good name of *a friend's* family—blackened a departed *friend's* character—and to crown all, sported with the feelings and name of the wife of that *friend's* bosom after having done your uttermost to break her heart. Have you, sir, a friend? Has your selfishness, your avarice, your violence, your insolence, your faithlessness, left to you one person, who cherishes towards you a firm, disinterested, enduring love? Is there a man on earth of whom you can say, this man is my friend—I love and trust him? Suppose there is such a man. Are *these* the acts which, in your deliberate judgment, he ought to perform, that he might testify, in coming time, how completely you had won his heart? Sir, if Providence should ever raise up *such a friend* to your family, thus to prove, when you are gone, the fervency of his zeal on their behalf, would it not be a great consolation to you now to be assured that some man would then be found to deal with him somewhat after the manner that I have dealt with you? Be honest with yourself for once. In such a contingency what fate would you desire for *such a friend!* Does your heart condemn you? Remember, God is greater than your heart. This day, is the thirty-sixth anniversary of the death of *your friend* John Breckinridge. Remember that the like number must one day be told for you, and that the dealings of God are often pregnant with a fearful retribution.

ROBERT J. BRECKINRIDGE.

Baltimore, December 14, 1842.